

ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

E Aubrey Collison
CLERK OF THE CIRCUIT COURT

CAMERA: *shirley gazzel*

LIBER

489

258536

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

RECORD FEE 13.00
POSTAGE .50
#00860 0777 R02 J09:34
SEPT 17 85

1. DEBTOR

Name Ampat/Southern Corp.
Address 6740 Baymeadow Drive, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales
Address 8540 Pulaski Highway, Baltimore, Maryland 21237
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Maryland 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

1300

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Assignee of the Secured Party

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Ampat/Southern Corp.
J.A. Brown, V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Chesapeake Ford Truck Sales, Inc.
T/A Chesapeake Truck Sales

Richard Schaub
(Signature of Secured Party)

Richard Schaub, Sec/Treas/
Type or Print Above Signature on Above Line

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 12, 1985

between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales as Seller/Lessor/Mortgagee and Ampat/Southern Corp., 6740 Baymeadow Drive, Glen Burnie, Maryland 21061

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 108,141.36

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 12th day of September, 19 85

Chesapeake Ford Truck Sales, Inc.
T/A Chesapeake Truck Sales (SEAL)
(Seller/Lessor/Mortgagee)
By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

Chesapeake Ford Truck Sales, **CONDITIONAL SALE CONTRACT NOTE**

TO: Inc. T/A Chesapeake Truck Sales ("Seller") FROM: Ampat/Southern Corp. ("Buyer")

8540 Pulaski Highway, Baltimore, MD 21237 (Address of Seller) 6740 Baymeadow Drive, Glen Burnie, MD 21061 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) New 1985 Ford Model LT9000 Tractor S/N 1FDYU90W4FVA56711.
One (1) New 1985 Ford Model F700D Cab & Chassis with 24' Stake Body, S/N 1FDPK74N8FVA61014

(1) TIME SALES PRICE \$ 112,641.36
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 4,500.00
(4) CONTRACT PRICE (Time Balance) \$ 108,141.36

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 6740 Baymeadow Drive, Glen Burnie, Maryland 21061

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred eight thousand one hundred forty one and 36/100**** Dollars (\$ 108,141.36)

being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 12th day of September, 19 85, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 4,505.89 and the final installment being in the amount of \$ 4,505.89

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, reconduit claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: September 12, 19 85
Chesapeake Ford Truck Sales, Inc. T/A
Accepted Chesapeake Truck Sales (SEAL)
(Print Name of Seller Here)

Ampat/Southern Corp. (SEAL)
(Print Name of Buyer/Maker Here)
By: J.A. Brown Vice President
Co-Buyer-Maker: TITL E (SEAL)
(Print Name of Co-Buyer/Maker Here)

By: _____
(Witness as to Buyer's and Co-Maker's Signature)
By: _____
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

1

ORIGINAL FOR CREDIT ALLIANCE CORPORATION

CONDITIONAL SALES CONTRACT NOTE (CONTINUED)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any surplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller in any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed. Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date _____ 19____ (SEAL) }
 _____ (Corporate, Partnership or Trade Name or Individual Signature) } Signature
 _____ By _____ } of
 (Witness) (Signature, Title of Officer, "Partner" or "Proprietor") } Seller

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 258143

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert Lee Zimmerman and Barbara Ann Zimmerman, Individually and as Co-Partners
Address 232 Sycamore Road, Linthicum, Maryland 21090

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 18.00
POSTAGE .50
AUG 23 1985 11:01 AM

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert Lee Zimmerman and Barbara Ann Zimmerman, Individually and as Co-Partners

(Signature of Debtor)

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

18.00
50

510

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

LIBER - 489 PAGE 2

THIS MORTGAGE made the 22nd day of August, 1985 by and between

Robert Lee Zimmerman and Barbara Ann Zimmerman, Individually and as Co-Partners having their principal place of business at 232 Sycamore Road, Linthicum, Maryland 21090

"Mortgagor", and Credit Alliance Corporation "Mortgagee".

WITNESSETH:

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5 If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6 Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

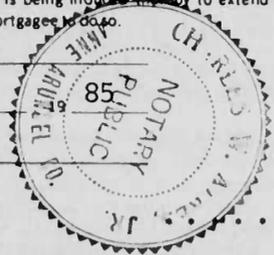
Robert Lee Zimmerman and Barbara Ann Zimmerman, Individually and as Co-Mortgagor Partners (Seal)
By *Robert L. Zimmerman* (Title)
Barbara Ann Zimmerman (Title)

STATE OF Maryland }
COUNTY OF Anne Arundel } ss

being duly sworn, deposes and says:

- 1. He is the **Owners** of
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to **Credit Alliance Corporation** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this 22nd day of August
Charles W. Ayres, Jr.
NOTARY PUBLIC
My Commission expires 7/1/86



Robert L. Zimmerman
Barbara Ann Zimmerman

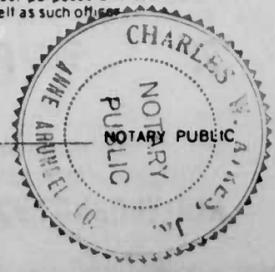
STATE OF Maryland COUNTY OF Anne Arundel SS.
I, Charles W. Ayres, Jr., a Notary Public duly qualified in and for said County and State, do hereby certify that on this 22nd day of August, 19 85, in (Place) State of Maryland in said County, before me personally appeared Robert L. Zimmerman and Barbara Ann Zimmerman to me personally well known

<p>(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.</p>	<p>(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.</p>	<p>(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument, that he resides at _____ that he knows the seat of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.</p>
---	---	--

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

Charles W. Ayres, Jr.



SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated _____ 19____ between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	International Harvester Bus	1971	416380H065635
One (1)	Chevrolet Pick-up Truck	1976	CCL146B112345
One (1)	International Harvester Bus	1978	D0822HHB25303
One (1)	Ford Bus	1980	S21GHGD2470
One (1)	GMC Truck	1979	TKL189F526945
One (1)	International Harvester Bus	1978	D0822GGB17297

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

: *[Signature]*

Purchaser, Mortgagor or Lessee:

Robert Lee Zimmerman and Barbara Ann
Zimmerman, Individually and as Co-Partners

By: *Robert Zimmerman*

By: *Barbara Ann Zimmerman*

Mailed to Secured Party

258148

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
 - Subject to Recordation Tax; Principal
 - To be Recorded in Land Records (For Fixtures Only).
- Amount is \$ 7,000.00

Name of Debtor
 Southern Maryland Cable Inc.
 By F. Ray Weems
 Janet Weems

Address
 5928 Solomons Island Rd.
 Tracy's Landing MD. 20779

Secured Party
 Farmers National Bank of Maryland

Address
 5 Church Circle
 Annapolis MD. 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

- 1. (1) 3in. Hole Hog PA300
- 2. (1) Automatic Lubricating Ramer Tamper #TV601

RECORD FEE 11.00
 RECORD TAX 49.00
 POSTAGE .50
 #04512 0040 R01 111:30
 AUG 23 85

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Southern Maryland Cable Inc.
 5928 Solomons Island Rd.
 Tracy's Landing MD. 20779

THE FARMERS NATIONAL BANK OF ANNAPOLIS

By *F. Ray Weems*
Janet Weems
 Janet Weems

BY

Type or print names under signatures



Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
 5 CHURCH CIRCLE
 ANNAPOLIS, MARYLAND

Mailed to: _____

RECEIVED IN RECORD DEPT. OF COURT, BAL. COUNTY

1985 AUG 23 AM 11:27

E. AUBREY COLLISON CLERK

11.00
49.00

SK

Finance
NOT TO BE RECORDED
IN LAND RECORDS

LIBER - 489 PAGE 6

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

Debtor: Dunn Development Company, Inc.
136 West Street
Annapolis, MD 21401

258149

Secured Party: Bausum & Duckett Electric Company, Inc.
3481 Pike Ridge Road
Edgewater, MD 21037

1. This Financing Statement covers the following types of property:

All of Debtor's right, title and interest in Port Lewes Limited Partnership, including all profits and distributions therefrom.

2. Proceeds of collateral are covered.

DUNN DEVELOPMENT COMPANY, INC.

BY:

[Signature]
"DEBTOR"

RECORD FEE 11.00

POSTAGE .50

BAUSUM & DUCKETT ELECTRIC COMPANY, INC.

BY:

[Signature]
Via Pres

#04554 0237 R01 T15:22

AUG 23 85

TO THE FILING OFFICER: After this Financing Statement has been recorded with the State Department of Assessments and Taxation and the Circuit Court for Anne Arundel County, please return to: Nicholas Goldsborough, 145 Main and Gorman Streets, Annapolis, MD 21401.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 AUG 23 PM 3:28

E. AUBREY COLLISON
CLERK

11.00 .50

JK

TO BE } RECORDED IN LAND RECORDS SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF 258150
 NOT TO BE } NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s): James J. Pfister
Name or Names—Print or Type
840 Ritchie Hwy., Severna Park, Md. 21146
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party: Carey Sales & Service, Inc.
Name or Names—Print or Type
3141-47 Frederick Ave., Balto., Md. 21229
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
Kold Draft ice machine Model # GT301WK Serial #383384G3DX
Kold Draft bin Model # GTN 380 Serial #388214G3EM
(Rental)

4. If above described personal property is to be affixed to real property, describe real property.
n/a

5. If collateral is crops, describe real estate.
n/a
RECORD FEE 11.00
POSTAGE .50
#04588 D040 R01 T09:04
AUG 26 85

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S) SECURED PARTY:
James J. Pfister (Signature of Debtor) Carey Sales & Service, Inc. (Company, if applicable)
James J. Pfister (Type or Print) Merry Jan Pundzak (Signature of Secured Party)
(Signature of Debtor) Merry Jan Pundzak (Sec/Tres.)
(Type or Print) (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Name and Address Carey Sales & Service, Inc., 3141-47 Frederick Ave., Balto., Md. 21229
Lucas Bros. Form F-1

Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, BALTO. COUNTY
1985 AUG 26 AM 9:11
E. AUBREY COLLISON
CLERK

King's Kamen
Anne Arundel
Co
AK

11.00
.50



258151

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.
Date &
Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Maryland Yamaha, Inc.		6027 Ritchie Highway	Baltimore, MD.	21225

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
ITT COMMERCIAL FINANCE CORP.	P.O. BOX 8408	Cherry Hill,	NJ	08002

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All inventory, raw materials, goods in process, finished goods, machines, machinery, furniture, furnishings, fixtures, vehicles, equipment, accounts receivable, book debts, notes, chattel paper, acceptances, related discount payments, drafts, contracts, contract rights, choses in action, and general intangibles, whether now owned or hereafter acquired, and all attachments, accessions and additions thereto, substitution, accessories, and equipment therefor, and replacements and proceeds.

RECORD FEE 11.00
#04587 0040 R01 709:05
AUG 26 85

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor (s) or assignor (s)

Edward Chalk

ITT COMMERCIAL FINANCE CORP. (Seal)
(Corporate, Trade or Firm Name)

Junda Kersh
Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Edward Chalk - President
MARYLAND YAMAHA, INC.

RECEIVED FOR RECORD
CLERK COURT, ANNE ARUNDEL COUNTY
1985 AUG 26 AM 9:12
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

1100

JK

258152

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated July 29, 1985, schedule 01, dated Aug. 6, 1985 between Assignor as Lessor and Lease Account #589270 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of rents dated Aug 7/85, between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

RECORD FEE 11.00
POSTAGE .50
#04590 0040 R01 T09:07
AUG 26 95

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan
(Signature of Secured Party)

J. David Kommalan, V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 AUG 26 AM 9:12

E. AUBREY COLLISON
CLERK

CSI

11/8 52

AK

CREATIVE SPACE, INC.

Schedule 01

LIBER - 489 PAGE 10

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Stefeni Model E Automatic Hold Meld Edgebander S/N M-L2100
1 (one)	Saylor Beale 5 HP Air Compressor S/N 5A-68-EE
1 (one)	52" Mar-Bel High Pressure Pinch Roller S/N PR51-9349
1 (one)	Mar-Bel Laminate Slitter S/N LS1-4062
1 (one)	Murphy Rodgers 2 Bar Dust Collector S/N UWW3212T
1 (one)	4 Roller Holz Feeder S/N 21326
1 (one)	Schlicher/Woodma Model 950 Dowel Boring Machine S/N 29804962
1 (one)	Woodma Case Goods Clamps
1 (one)	Sanding Master 52" Wide Belt Sander S/N KN35901
1 (one)	Haffner High Frequency Router S/N 5344-1973
1 (one)	Woodma BM-3 Hinge Boring and Inserting Machine S/N 20-69-83

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: VP

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: Ex VP

Mailed to Secured Party

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.-FORM UCC3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 07649
RECORDED IN LIBER 451 FOLIO 327 ON 7/8/82 (DATE).

1. DEBTOR
Name Mastercraft Interiors, Inc.
Address 1405 Forest Drive, Annapolis, MD

2. SECURED PARTY
Name General Electric Credit Corporation
Address P.O. Box 13337, Chesapeake, VA 23325

Person & Address to Whom Statement is to be Returned if Different from Above.

3. MATURITY DATE OF OBLIGATION (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other Amendment
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE 50
#04591 0040 R01 707:03
AUG 26 85

1985 AUG 26 AM 9:12

G.L. CLERK
E. AUBREY COLLISON
CLERK

G.L. CLERK

Amend verbage to read: (see attached)

*AMENDMENTS MUST BE SIGNED BY DEBTOR.
GENERAL ELECTRIC CREDIT CORP.

Mastercraft Interiors, Inc.

By: [Signature]
Signature of Debtor

By: [Signature]
Signature of Secured Party

Dated: _____

100 30

All of our present and hereafter acquired inventory and the products and proceeds thereof and any and all records pertaining thereto, said inventory including, without limitation, raw materials, components, work in process, finished goods, packing and shipping materials, containers, goods held for lease, goods for which the undersigned is lessor, goods to be furnished under contracts of service, goods previously furnished under contracts of service, materials used or consumed in the undersigned's business, and all personal property hereafter acquired by the undersigned by way of substitution replacement, return, repossession or otherwise for any of the foregoing and all additions and acquisitions there to;

All accounts receivable, which shall for the purposes of this Agreement include, but not be limited to accounts receivable, accounts, chattel paper, instruments, notes, contract rights, conditional sales contracts, chattel mortgages, general intangibles, and any other choses in action now owned or hereafter to be owned by the undersigned, wherever the foregoing may be located now or in the future.

All proceeds of every kind and character which shall include, but not be limited to proceeds arising from the rental or sale of inventory and collection of accounts receivable whether in the form of cash, checks, money orders, drafts, deposits or other remittances;

All rights arising from any sale, consignment or rental agreement which has arisen or may arise in the future in the regular or ordinary course of our business.

Mailed to Secured Party

STATE OF MARYLAND

LIBER - 489 PAGE 13

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. Book 476 p. 522-3
with Clerk of Anne Arundel County

RECORDED IN LIBER _____ FOLIO _____ ON 8/17/84 (DATE)

1. DEBTOR

Name Valley Steel Products Company

Address 900 Walnut Street
St. Louis, Missouri 63102

2. SECURED PARTY

Name See attached one-page Exhibit A

Address David Dranoff, Esq., 55 E. Monroe Street, Suite #3950
Chicago, Illinois 60603

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORDED
INDEXED
AUG 20 1984

RECEIVED IN RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY



See attached one-page Exhibit A

Dated 1985 AUG 26 AM 9:12

(Signature of Secured Party)

E AUBREY COLLISON
CLERK

Type or Print Above Name on Above Line

10.00

EXHIBIT A

Names, Addresses and Signatures of Secured Parties

1. Centerre Bank National Association
One Centerre Plaza
St. Louis, Missouri 63102

Attn: Charles A. Hinrichs
Vice President

CENTERRE BANK NATIONAL ASSOCIATION

By *J. Marshall*

CENTERRE BANK NATIONAL ASSOCIATION
as Agent

By *J. Marshall*

Centerre is acting for itself and as Agent for the following banks:

a. Citibank, N.A.
c/o Citibank International
10 Broadway, Suite 350
St. Louis, Missouri 63102

Attn: Wayne L. Smith II
Vice President

The First National Bank
of Chicago
One First National Plaza
Chicago, Illinois 60670

Attn: Roger H. Weis
Assistant Vice
President

Jefferson Bank & Trust Company
Market at Twenty-Third
St. Louis, Missouri 63103

Attn: Denis Bahlinger
Executive Vice President

2. The Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Attn: Eric A. Gritzmacher
Investment Officer

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

By *Sally J. Lewis*

Sally J. Lewis

Attorney in Fact

Northwestern is acting for itself and as agent for the following insurance companies:

Connecticut General Life Insurance Company
South Building S-307
Hartford, Connecticut 06152

Attn: James G. Schelling
Vice President

Mailed to Secured Party

New England Mutual Life Insurance Company
501 Boylston Street
Boston, Massachusetts 02117

Attn: Christine A. Creelman
Assistant Investment Officer

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
 FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
 This Statement refers to original Financing Statement, Identifying File No. 239911 recorded in
 Liber 442, Folio 425 on October 5, 1981 (Date).

1. DEBTOR(S):
 Name(s) Hardin Associates Inc.
 Address(es) P.O. Box 163 Pasadena, Md. 21122

2. SECURED PARTY:
 Name Maryland National Bank
 Address 1713 West Street Annapolis, Md. 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Change address to:
 50 North Route 3, Millersville, Md. 21108

RECORD FEE 10.00
 POSTAGE .50
 AUG 26 1981

9. SIGNATURES.

Hardin Associates Inc.
Jack Hardin
 Jack Hardin, President

SECURED PARTY
 Maryland National Bank
 By *Dolly S. Whitecotton*
 Dolly S. Whitecotton, Asst. Branch Manager
 (Type, Name and Title)

DEBTOR(S)
 (Necessary only if Item 6 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signer.

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1985 AUG 26 AM 9:19

E. AUBREY COLLISON
 CLERK

G.L.
 CLERK

10.00
 20

C

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 234053 recorded in
Liber 428, Folio 498 on August 25, 1980 (Date).

1. DEBTOR(S):
Name(s) Hardin Associates Inc.
Address(es) P.O. Box 163 Pasadena, Md. 21122

2. SECURED PARTY:
Name Maryland National Bank
Address 1713 West Street Annapolis, Md. 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Change address to :
50 North Route 3, Millersville, Md. 21108

RECORD FEE 10.00
POSTAGE .50
#04577 0287 R01 T09:19
AUG 26 85

9. SIGNATURES.

Hardin Associates Inc.
Jack Hardin
Jack Hardin, President

SECURED PARTY
Maryland National Bank
By *Dolly S. Whitecotton*
Dolly S. Whitecotton, Asst. Branch Manager
(Type, Name and Title)

DEBTOR(S)
(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 AUG 26 AM 9:19
E. AUBREY COLLISON
CLERK

10.00
06.01

C

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 255133 recorded in
Liber 481 Folio 250 on January 7, 1985 (Date).

1. DEBTOR(S):

Name(s) Hardin Associates Inc.
Address(es) 7890 Solley Road Glen Burnie, Md. 21061

2. SECURED PARTY:

Name Maryland National Bank
Address 1713 West Street Annapolis, Md. 21401

RECORD FEE 10.00
#04598 0237 R01 T09:19
AUG 26 85
POSTAGE .50
#04599 0237 R01 T09:20
AUG 26 85

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Change address to:
50 North Route 3, Millersville, Md. 21108

9. SIGNATURES.

Hardin Associates Inc.
Jack Hardin
Jack Hardin, President

SECURED PARTY
Maryland National Bank
By *Dolly S. Whitecotton*
Dolly S. Whitecotton, Asst. Branch Manager
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.



Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 AUG 26 AM 9:19

E. AUBREY COLLISON
CLERK

10.00 50

c

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) Gould Inc. Defense Electronics Division 6711 Baymeadow Drive Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) Sigma Financial Inc. 60 Gould Center Rolling Meadows, IL 60008	For Filing Officer (Date, Time, Number, and Filing Office)

This statement refers to original Financing Statement No. 098325 Dated 8-8, 19 85

- Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

FILED WITH: COUNTY RECORDER - ANNE ARUNDEL, MD

All Collateral described on the Original Financing Statement is assigned to:

NSCC Leasing Corp
1737 Howard Street
Chicago, IL 60626

RECORD FEE 10.00
POSTAGE .50
#04640 C040 R01 T10:48
AUG 26 85

10.00
50 POSTAGE

Dated: July 12, 1985

..... SIGMA FINANCIAL INC
By: *[Signature]* President
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy — Alphabetical

Mailed to Secured Party

RECEIVED FOR RECORD
CLERK COUNTY

1985 AUG 26 AM 10:52

E. AVULY COLLISON
CLERK



LIBER - 489 PAGE 19
STATE OF MARYLAND

258155

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 14,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$98.00
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name H & W Utilities, Inc.

Address 4429 Mountain Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

H & W Utilities, Inc.

Denton W. Welford
(Signature of Debtor)

Denton Welford, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RECORD FEE 17.00

RECORD TAX 98.00

POSTAGE .50

#04643 0040 R01 T10:52

AUG 26 85

Credit Alliance Corporation

Larry F. Kimmel
(Signature of Secured Party)

Larry F. Kimmel, Assistant V.P.

Type or Print Above Signature on Above Line

17.00
98.00
98.00

RECORDED
ANNE ARUNDEL COUNTY

1985 AUG 26 AM 10:53

E. AUBREY COLLISON
CLERK

JK

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 12th day of August 1985 by and between**H & W Utilities, Inc. having its principal place of business at
4429 Mountain Road, Pasadena, Maryland 21122**"Mortgagor" and Credit Alliance Corporation "Mortgagee"

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

LIBER - 489 PAGE 21

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

H & W Utilities, Inc. (Seal)
Mortgagor
By: Denton Wolford Pres. (Title)

Secretary

STATE OF Maryland
COUNTY OF Anne Arundel

SS

Denton Wolford

being duly sworn, deposes and says:

- 1. He is the President of H & W Utilities, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

day of 19

Denton Wolford

NOTARY PUBLIC

STATE OF COUNTY OF SS

I, a Notary Public duly qualified in and for said County and State, do hereby certify that on this day of 19 in (Place) in said County before me personally appeared to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained

(For Partnership) and known as and to be a member of the partnership of and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

President of H & W Utilities, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument, that he resides at

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

INDEX - 123 30

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 12, 19 85 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used Case Loader Backhoe Model 580C, The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.	580C	8965289

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

H & W Utilities, Inc.

By: *[Signature]*

Mailed to Secured Party

258156

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated August 12th, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wingo, Gary, A.
Address 2A3 President Point, Annapolis, Maryland 21403

2. SECURED PARTY

Name Key Financial Services Inc.
Address 57 River Street
Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
1985 Lancer 30' Hull # LYP30526B585
Engine: Yanmar, 22hp, diesel, single engine
serial # 09884
Additional Equipment: hot water heater, data marine corinthian, windex, 150 roller furling, VHF digital

RECORD FEE 11.00
#04636 0040 R01 TD:41
AUG 26 85

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Gary A. Wingo
(Signature of Debtor)

Gary A. Wingo
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NOT SUBJECT TO RECORDATION TAX

Joseph M. Stewart
(Signature of Secured Party)
Key Financial Services Inc.

Type or Print Above Signature on Above Line

RECEIVED BY RECORD
FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

Mailed to Secured Party

1985 AUG 26 AM 10:51

F. ANDREY COLLISON
CLERK

110

JK

258157

FINANCING STATEMENT

Not subject to recordation tax
TAXABLE DEBT \$10,000

1. Name of Debtor(s): William R. SMOOT CONSTRUCTION
Address:

2. Name of Secured Party: The ANNAPOLIS BANKING AND TRUST CO
Address: P.O. Box 311
ANNAPOLIS, MARYLAND 21404

RECORD FEE 11.00
RECORD TAX 70.00
POSTAGE .50
#04725 0777 R01 T15419
AUG 26 85

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:

A RUBBERTIRE LONER (MICHIGAN MADE; MODEL NUMBER 336M)
SERIAL NUMBER 886169

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

Debtor(s): William R. SMOOT CONSTRUCTION

William R. Smoot

Secured Party:

The ANNAPOLIS BANK AND TRUST CO.
(Type Name of Dealership)

By *John Paul Kuehler*
(Authorized Signature)

John Paul Kuehler, Commercial Banking Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

1985 AUG 26 PM 4:04
E. COLLISON

Mailed to Secured Party

11.00 70.00 5

JK

FINANCING STATEMENT

File No. 258159

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) <i>Little Eva, Inc.</i> 8461 Fort Smallwood Rd. Pasadena, Md. 21122	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <i>Cecilia Y. Taylor</i> <hr/> Return to Secured Party
---	---

3. This Financing Statement covers the following types (or items) of property:
 All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of video tape and disc ren (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

RECORD FEE 11.00
 RECORD TAX 360.00
 POSTAGE .50
 #04733 C777 R01 T15:37

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is not) exempt from the recordation tax. (Md.)
 Principal amount of debt initially incurred is: \$ 50,000.00

AUG 26 85

RECORD FEE 11.00
 RECORD TAX 350.00
 POSTAGE .50
 #04734 C777 R01 T15:41
 AUG 26 85

DEBTOR:

SECURED PARTY:
 UNION TRUST COMPANY OF MARYLAND

Little Eva, Inc.

By: A.P. Ramsey Crosby

By: Michael P. Sakowski
 Michael P. Sakowski

A.P. Ramsey Crosby
 (Type Name)

By: _____

13 August 19 85
 (Date Signed by Debtor)

1000
 35000
 3558

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
 Md., Va., D.C., Pa.

Mailed to Secured Party

1985 AUG 26 PM 4:05
 E. AUBREY COLLISON
 CLERK

RK

62415-B

LIBER - 489 PAGE 27

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... August 15 19 85

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. ... 234036 ... in Office of ... Baltimore ... (Filing Officer) ... Anne Arundel Co Md. (County and State)
Debtor or Debtors (name and Address): Carol M. Aleksi 1415 Virginia Ave. Green Md. 21144

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

By ... Secured Party
Household Finance Corporation
AND SUBSIDIARY COMPANIES
7592 HITCHCOCK HWY.
GLEN BURNIE, MD. 21061
Its Branch Office Manager

Mailed to: _____

Form 91 MD (3-79)

RECORD FEE 10.00
POSTAGE #04736 0777 001 715:47
AUG 26 95

1985 AUG 26 4:47 PM
E. AUBURN COLLISON

G. L. CLERK

10.50

LIDER - 489 PAGE 28

~~255100~~

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):

Stringer, Dann P.
6414 Wishbone Terr,
Cabin John MD 20818

2. Secured Party(ies) Name(s) and Address(es):

Industrial Valley Bank
and Trust Co.
412 Old York Rd.
Jenkintown PA 19046

4. For Filing Officer: Date, Time, No. Filing Office

5. This statement refers to original Financing Statement No. _____ filed (date) 1-4-84 with Anne Arundel Co.

- 6. A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)
- F. This statement is to be indexed in the Real Estate Records

RECORD FEE 10.00
#04738 D777 R01 T15:52
AUG 26 85

1000

Elsie Connahan, Asst. Sec.
Industrial Valley Bank & Trust Co.

By _____
Signature(s) of Debtor(s) (only on amendment)

By Elsie Connahan
Signature(s) of Secured Party(ies)

(1) FILING OFFICE COPY - NUMERICAL

(5-83)

STANDARD FORM—FORM UCC-3—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party



ALL VENTURE RECORD
SOUTH COUNTY, MARYLAND

1985 AUG 26 PM 4:05

E. AUGREY COLLISON

258161

FINANCING STATEMENT

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX

1. Name of Debtor: WILLIAM F. UTZ
 WILLIAM K. FORTHOFFER
 Address: P. O. Box 641
 Millersville, Maryland 21108

2. Name of Secured Party: ADMIRAL-BUILDERS SAVINGS AND
 LOAN ASSOCIATION
 Address: 1746-48 York Road
 Ridgely Plaza Shopping Center
 Lutherville, Maryland 21093

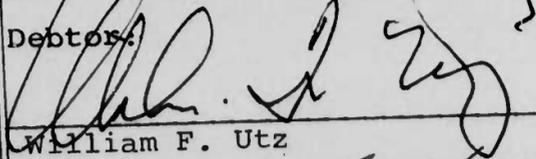
3. This Financing Statement covers the following types (or items) of property:

1. The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures of every kind and description, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to commercial deep fryer, commercial oven, steam table with four (4) trays, commercial grill, three (3) commercial triple stainless steel sinks, two door freezer, commercial dishwasher, freezer box, grill hood, stainless steel shelving, stainless steel table, electric beverage cooler, garbage disposal, small stainless steel sink, roll warmer(s), soda fountain pressure system, metal ice container, complete bar with counter and footrest, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switch-boards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications, apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors whether now located or hereafter located or installed on the premises described in a certain Mortgage dated August 23rd, 1985 from Debtor to Admiral-Builders Savings and Loan Association, all property being located in the Second Assessment District of Anne Arundel County, Maryland being known and designated as Lot 2 as shown on the Plat entitled "Crofton Village Green", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 49, folio 46 (Plat No. 2671) as amended by a Plat of said Subdivision recorded among the aforesaid Land Records in Plat Book 56, folio 39 (Plat No. 3014).

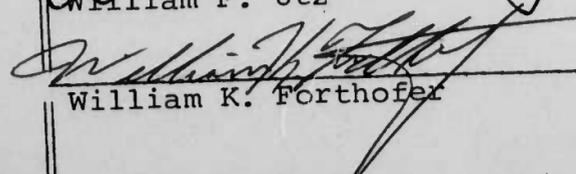
2. All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

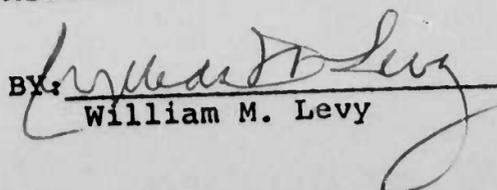
3. All contract rights in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(x) (If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

Debtor: 
 William F. Utz

Secured Party:
 ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION


 William K. Forthofer

BY: 
 William M. Levy

KARL M. LEVY
 WILLIAM M. LEVY
 ATTORNEYS
 FIDELITY BUILDING
 210 N. CHARLES ST.
 BALTIMORE, MD. 21201
 Mailed to:

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

RECORD FEE 12.00
 POSTAGE 1.50
 #98930 CO40 R02 T11.34
 AUG 27 85

1985 AUG 27 AM 11:43
 E. J. COLLISON
 ANNE ARUNDEL COUNTY

202

JK

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX

1. Name of Debtor: JOHN D. SCHINDLER and
Address: LINDA N. SCHINDLER, his wife
604 Park Road
Severna Park, Maryland 21146
2. Name of Secured Party: ADMIRAL-BUILDERS SAVINGS AND
Address: LOAN ASSOCIATION
1746-48 York Road
Ridgely Plaza Shopping Center
Lutherville, Maryland 21093
3. This Financing Statement covers the following types (or items) of property:

1. The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures of every kind and description, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating and lighting equipment, pipes, pumps, tanks, motors, conduits, refrigerators, plumbing, ventilating, air-cooling and air-conditioning apparatus, partitions, ducts and compressors whether now located or hereafter located or installed on the premises described in a certain Mortgage dated August 23rd, 1985 from Debtor to Admiral-Builders Savings and Loan Association, all property being located in the Third Assessment District of Anne Arundel County, State of Maryland, said property being known and designated as Lot 3 as shown on the Plat entitled "Minor Subdivision Plat of Parrish Property", recorded among the Land Records of Anne Arundel County in Liber E.A.C. 3908, folio 703.

RECORD FEE 12.00
POSTAGE .50
#98933 0040 R02 11:37

2. All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

AUG 27 85

3. All contract rights in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(x) (If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

Debtor:
John D. Schindler
John D. Schindler

Linda N. Schindler
Linda N. Schindler

Secured Party:
ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

BY: William M. Levy
William M. Levy

KARL M. LEVY
WILLIAM M. LEVY
ATTORNEYS
FIDELITY BUILDING
210 N. CHARLES ST.
BALTIMORE, MD. 21201

~~PLEASE RECORD IN THE FINANCING STATEMENT RECORDS AND
WITH THE STATE DEPARTMENT OF REVENUE AND TAXATION~~

Mailed to: _____

31



MARYLAND NATIONAL BANK
We want you to grow.
MEMBER FDIC

258100

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at A. A. COUNTY
- 2. To Be Recorded among the Financing Statamant Records at _____
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial dabt has been paid to _____

5. Debtor(s) Name(s)	Address(es)
Germann, George C	#85 Boones M. Est.
Germann, Rose Jean	P.O Box 34
	Lothian, Md. 20711 A. A. Co.
6. Secured Party	Address
Maryland National Bank	Maryland National Bank
Attention: <u>J. V. Dixon</u>	225 N. Calvert St.
	Baltimore, Md. 21203

RECORD FEE 12.00
 POSTAGE .50
 #04826 0777 R01 T11:00
 AUG 27 85

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment.* All of the equipmant of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached herato and made a part hereof by reference.

COLLATERAL TO WHICH FILING HAS LASPED

_____ (Seal)	Secured Party Maryland National Bank
_____ (Seal)	<u>Joanne V. Dixon</u> (Seal)
_____ (Seal)	<u>Joanne Dixon Title Clerk</u>
_____ (Seal)	Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

1300 8

JK

MARYLAND NATIONAL BANK

P.O. Box 987
Baltimore, Maryland 21203



LIBER - 489 PAGE 32

SCHEDULE A

NAME: GERMANN GEORGE, G

~~GERMAN, ROSE JEAN~~

DESCRIPTION:

YEAR: 1977

MAKE: Marlette Mobile Home 70X14

2BR FRLR; front raised livingroom, two bedroom,
Exterior Gold/White Fully equipped including

3 Ton Air conditioner

SERIAL NO: #70061

Mailed to Secured Party



258161

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at A. A. COUNTY
- 2. To Be Recorded among the Financing Statement Records at _____
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s)
Broomfield, Linda Louise

Address(es)
914 Lanham-Severn Rd
Lanham, Md. 20706

RECORD FEE 11.00
POSTAGE .50

#04927 0777 R01 T11:01
AUG 27 85

6. Secured Party
Maryland National Bank
Attention: J. V. Dixon

Address
Maryland National Bank
225 N. Calvert St.
Baltimore, Md. 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

COLLATERAL AS TO WHICH THE FILING HAS LAPPED

_____(Seal)
_____(Seal)
_____(Seal)
_____(Seal)

Secured Party
Maryland National Bank

Joanne V. Dixon (Seal)

Joanne V. Dixon Title Clerk
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

11/20

PK



MARYLAND NATIONAL BANK

P.O. Box 987
Baltimore, Maryland 21203

SCHEDULE A

NAME: BROOMFIELD

DESCRIPTION:

YEAR 1977

MAKE Young American 69'X14'
Model-3br-13B

SERIAL NO. YAP93284

Mailed to Secured Party



MARYLAND NATIONAL BANK
We want you to grow.
MEMBER FDIC

258105

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at A. A. COUNTY
- 2. To Be Recorded among the Financing Statement Records at _____
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
 McLean, Stanley B 87 Boones M Ests.
 McLean, Dorothy L P.O. Box 34
 Lothian, Md. 20711

RECORD FEE 12.00
 POSTAGE 50
 #04325 C777 R01 T11:02
 AUG 27 85

1985 AUG 27 PM 12:02
 E. AUBREY COLLISON
 CLERK

6. Secured Party Address
 Maryland National Bank Maryland National Bank
 Attention J. V. Dixon 225 N. Calvert St.
 Baltimore, Md. 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

COLLATERAL AS TO WHICH THE FILING HAS LAPPED

_____(Seal)
 _____(Seal)
 _____(Seal)
 _____(Seal)

Secured Party
 Maryland National Bank

Joanne V. Dixon (Seal)

Joanne V. Dixon Title Clerk
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

12.00



489 35-A



MARYLAND NATIONAL BANK

P O Box 987
Baltimore, Maryland 21203

SCHEDULE A

NAME: McLean, Stanley B

DESCRIPTION:

YEAR 1977

MAKE Vindale 67'X14'
Model-2br F.B

SERIAL NO. K 452

Mailed to Secured Party



MARYLAND NATIONAL BANK
We want you to grow.TM
MEMBER FDIC

258166

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at A. A. COUNTY
- 2. To Be Recorded among the Financing Statement Records at _____
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Kilmer, Pattie Ann Address(es) #275 Boones M. Est
P.O. Box 34
Lothian Md. 20820

RECORD FEE 11.00
POSTAGE .50
#04829 0777 R01 T11:03
AUG 27 85

1985 AUG 27 PM 12:02
COLLUSION

6. Secured Party Maryland National Bank Address Maryland National Bank
225 N. Calvert St.
Baltimore, Md. 21203
Attention: J. V. Dixon

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
- A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

COLLATERAL AS TO WHICH THE FILING HAS LAPPED

_____(Seal) Secured Party
_____(Seal) Maryland National Bank
_____(Seal) Joanne V. Dixon (Seal)
_____(Seal) Joanne V. Dixon Title Clerk
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

1100 P

OK

MARYLAND NATIONAL BANK

P.O. Box 987
Baltimore, Maryland 21203

LIBER - 489 PAGE 37



SCHEDULE A

NAME: Kilmer, Pattie Ann

DESCRIPTION:

YEAR 1977

MAKE 1977 Marlett
70'X14' 2 BR fully equip. including 3 Ton air cond. .
set of steps insalled one 5x7 porch installed & skirting

SERIAL NO. 60336

Mailed to Secured Party



258107

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at A. A. COUNTY
- 2. To Be Recorded among the Financing Statement Records at _____
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the Initial debt has been paid to _____

5. Debtor(s) Name(s) Loveless, Nelson E Address(es) #132 Boones M. ESTS
P. O. Box 34
Lothian, Md. 20711

1995 AUG 27 PM 12:02
RECORD FEE 11.00
POSTAGE .50
#04830 C777 R01 T11:03
AUG 27 85

6. Secured Party Maryland National Bank Address 225 N. Calvert St.
Balto., Md. 21203
Attention: J. Dixon

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.
Collateral as to which the filing has lapsed.

_____(Seal) Secured Party
_____(Seal) Maryland National Bank
_____(Seal) Joanne Dixon (Seal)
_____(Seal) JOAnne Dixon - Title Clerk
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

1100 50

214

MARYLAND NATIONAL BANK

P.O. Box 987
Baltimore, Maryland 21203

LIBER - 489 PAGE 39



SCHEDULE A

NAME: Loveless, Nelson E

DESCRIPTION:

YEAR 1977

MAKE Governor Mobile Home 60X14 2 BR-F1

fully furnished, w/washer&dryer, outside color Brown/Cream

SERIAL NO. 17288

Mailed to Secured Party,



MARYLAND NATIONAL BANK

We want you to grow.™

258163

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at A. A. COUNTY
- 2. To Be Recorded among the Financing Statement Records at _____
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s)
 King, Herbert
 King, Jennie G

Address(es)
 # 59 Boones M Ests.
 P. O. Box 34
 Lothian Md. 20820
 A. A. County

RECORD FEE 12.00
 POSTAGE .50
 #04831 0777 R01 T11:05
 AUG 27 85

6. Secured Party
 Maryland National Bank
 Attention: J. V. Dixon

Address
 Maryland National Bank
 225 N. Calvert St.
 Baltimore, Md. 21203

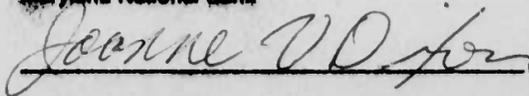
7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

COLLATERAL AS TO WHICH THE FILING HAS LAPPED

_____(Seal)
 _____(Seal)
 _____(Seal)
 _____(Seal)

Secured Party
 Maryland National Bank

 _____(Seal)
 Joanne V. Dixon Title Clerk
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.



MARYLAND NATIONAL BANK

We want you to grow.™

258169

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at A. A. CO.
- 2. To Be Recorded among the Financing Statement Records at _____
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Yakaitis, Paul G #278. Boones M. Ests RECORD FEE 12.00
 Yakaitis, Patricia R P.O. Box 34 POSTAGE .50
 Lothian, Md. 20711 #04832 C777 R01 T11:05
 A. A. County AUG 27 85

6. Secured Party Address
 Maryland National Bank Maryland National Bank
 Attention: J. V. Dixon 225 N. Calvert St.
 Baltimore, Md. 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

COLLATERAL AS TO WHICH THE FILING HAS LASEPED

_____(Seal) Secured Party
 Maryland National Bank
 _____(Seal) *Joanne V. Dixon* (Seal)
 _____(Seal) Joanne V. Dixon Title Clerk
 _____(Seal) Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.



12.00

9K

MARYLAND NATIONAL BANK

P O Box 98
Baltimore, Maryland 21203



LIBER - 489 PAGE 42

SCHEDULE A

NAME: Yakaitis, Paul G

Yakaitis, Patricia R

DESCRIPTION:

YEAR: 1977

MAKE: Hillcrest Mobile Home 60X24

Model-3BR-CK-FM, doublewide 3 BR, center kitchen

family room, 1 3/4 bath, Fully equipped with

4 Ton Air conditioner & 150 amp. service.

SERIAL NO: 0211-0614a&BK

Mailed to Secured Party



MARYLAND NATIONAL BANK
We want you to grow.
MEMBER FDIC

258170

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at A. A. COUNTY
- 2. To Be Recorded among the Financing Statement Records at _____
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)

Vanne, Katherine Marie
Browning, Susan R

#162 Boones Ests
P. O Box 34
Lothian, Md. 20711
A. A. County

RECORD FEE 12.00
POSTAGE .50
#04833 C777 R01 T11:06
AUG 27 85

6. Secured Party

Maryland National Bank
Attention: J. V. Dixon

Address
Maryland National Bank
225 N. Calvert St.
Baltimore, Md. 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

COLLATERAL AS TO WHICH THE FILING HAS Lapsed

_____(Seal)

Secured Party
Maryland National Bank

_____(Seal)

Joanne V. Dixon (Seal)

_____(Seal)

JOANNE V. DIXON TITLE CLERK
Type name and title

_____(Seal)

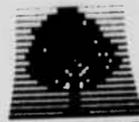
Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

12.00 50

JR

MARYLAND NATIONAL BANK

P O Box 987
Baltimore, Maryland 21203



LIBER - 489 PAGE 44

SCHEDULE A

NAME: Browning, Susan

DESCRIPTION:

YEAR: 1975

MAKE: Vindale 67X14 Mobile Home

2BR FB Exterior color -white,

2 bedroom, front bedroom, fully equiped

SERIAL NO: K-185

Mailed to Secured Party



MARYLAND NATIONAL BANK

We want you to grow.

MEMBER FDIC

258171

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at A. A. COUNTY
- 2. To Be Recorded among the Financing Statement Records at _____
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s)
 Browning, George R Jr.
 Browning, Helen M

Address(es)
 #161 Boones M Ests
 P. O. Box 34 Lothian, Md. 20711
 A.A. County

RECORD FEE 12.00
 POSTAGE .50
 #04834 0777 R01 T11:07
 AUG 27 85

6. Secured Party
 Maryland National Bank
 Attention: J. V. Dixon

Address
 Maryland National Bank
 225 N. Calvert St.
 Baltimore, Md. 21203

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

COLLATERAL AS TO WHICH THE FILING HAS LAPPED

_____(Seal) Secured Party
 Maryland National Bank
 _____(Seal) Joanne V. Dixon (Seal)
 _____(Seal) Joanne V. Dixon Title Clerk
 _____(Seal) Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

12003

9/10

MARYLAND NATIONAL BANK

P.O. Box 987
Baltimore, Maryland 21203



LIBER - 489 PAGE 46

SCHEDULE A

NAME: Browning, George R Jr.

Browning, Helen M.

DESCRIPTION:

YEAR: 1976

MAKE: Young American 69X14

3 BR-FD Three bedroom, Front Dining room,
fully equipped including 3 Ton Central air
air conditioner

SERIAL NO: 93209

Mailed to Secured Party

258172

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$15,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Michael L. Dewberry
M. L. Dewberry Company

2009 Valley Road
Annapolis, Maryland 21401
26 S. River Road
Edgewater, Maryland 21037

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

All inventory, accounts receivable, equipment and contract rights now owned and hereafter acquired by borrower, and all proceeds (cash & non-cash) of such inventory, accounts receivable, equipment and contract rights.

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 12.00
RECORD TAX 105.00
POSTAGE .50
#04900 0040 R01 T13:45
AUG 27 85

- 3. Proceeds } of the collateral are also specifically covered.
 Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

M. L. Dewberry Company
Michael L. Dewberry

FARMERS NATIONAL
BANK OF MARYLAND

Michael L. Dewberry

BY

Ross J. Kelly

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 AUG 27 PM 1:42

E. AUDREY COLLISON
CLERK

11.00
105.00
116.00

OK

258173

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 5,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Mark R. Chaput
Maria T. Chaput

1835 Forest Drive, Suite B2A
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
All inventory, accounts receivable, equipment now owned and hereafter acquired by borrower and all proceeds (cash and non-cash) of such inventory, accounts receivable and equipment.

RECORD FEE 12.00
 RECORD TAX 35.00
 POSTAGE .50
 #04901 C040 R01 T13:45

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

AUG 27 85

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

✓ Mark R. Chaput
Maria T. Chaput

FARMERS NATIONAL
BANK OF MARYLAND

BY

[Signature]

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1985 AUG 27 PM 1:42

E. AUBREY COLLISON
CLERK

2K

170
750
3

THIS FINANCING STATEMENT SECURES AN INDEMNITY DEED OF TRUST RECORDED IN ANNE ARUNDEL COUNTY AND IS THEREFOR EX-EMPT FROM RECORDATION TAX

F/S
258174

LIBER - 489 PAGE 49

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$_____

1. Name of Debtor(s) (or Assignor):
Address:

Leonard Attman
7779 New York Lane
Glen Burnie, Maryland 21061

2. Name of Secured Party (or Assignee):
Address:

Suburban Bank
31 Light Street
Baltimore, Maryland 21202

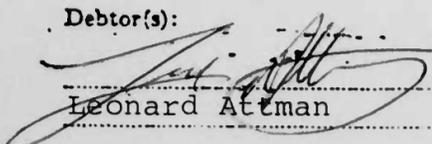
RECORD FEE 11.00
POSTAGE .50
#04931 C777 R01 T15:43
AUG 27 85

3. This Financing Statement covers the following types (or items) of property:
See Schedule A attached hereto and made a part hereof.

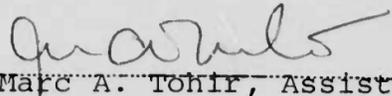
1985 AUG 27 PM 3:43
E. AUGUST J. HOLLISON

4. Check the statements which apply, if any, and supply the information indicated:

- (If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)
The above-described crops are growing or to be grown on:
- (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:
- (If proceeds of collateral are claimed). Proceeds of the collateral are also covered.
- (If products of collateral are claimed). Products of the collateral are also covered.

Debtor(s):

Leonard Attman

Secured Party: Suburban Bank

By: 
Marc A. Tohir, Assistant Vice President
Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

17.00
50

(Mr. Clerk: Return to: Robert C. Fowler, Esquire, Melnicove, Kaufman, Weiner & Smouse, P.A., 36 South Charles Street, Suite 600, Baltimore, Maryland 21201-3060

216

SCHEDULE A TO THE FINANCING STATEMENT

All of the right, title and interest of the Debtor as a general partner in a Maryland general partnership organized by agreement dated the 16th day of August, 1965, under the name Colonial Square Company (hereinafter referred to as "Colonial") and any amendments thereto, whether now existing or hereafter created or arising, and all of the right, title and interest of the Debtor in and to any and all distributions, issues, profits and shares of the surplus, whether cash or otherwise, and any other interest whatsoever of the Debtor, to which the Debtor is now or shall hereafter be entitled as a general partner in Colonial together with the income and profits arising from the assigned interests in Colonial and any other distributions, of earnings, capital or otherwise, and any and all surplus thereof, and any interest whatsoever of Debtor in Colonial and all proceeds of any or all of the foregoing.

Mailed to Secured Party

CONENGCO, INC.

258175

FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to Section 9-402 of the Commercial Law Article of the Annotated Code of Maryland.

1. Name of Debtor of Assignor Address
 CONENGCO, INC. BAY NO. 14
 8360 Maryland Route 3
 Millersville, MD 21108
2. Name of Secured Party or Assignee Address
 T. Stewart Wilson and Anne M. Wilson 502(A) Epping Forest Road
 Annapolis, MD 21401
3. This Financing Statement covers the following types (or items) of property:
 - a. All machinery, equipment, furniture and fixtures, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith.
 - b. All inventory, raw materials, work in process and supplies owned or hereafter acquired.
 - c. All accounts and accounts receivable now existent or hereafter created.
 - d. All contract rights now in force or hereafter acquired.
4. Proceeds of collateral are also covered.
5. The underlying secured transaction being publicized by this Financing Statement is subject to the Recordation Tax imposed by Article 81, Secs. 277, 278, Annotated Code of Maryland, as amended. The principal amount of the debt is Fifty Thousand Dollars (\$50,000.00).

RECORDATION FEE 11.00
POSTAGE .50
#04979 0777 R01 T09:53
AUG 28 95

1985 AUG 28 AM 9:50
E. AUGUST COLLISON
CLERK

Recordation Tax in the amount of \$ _____ was paid in the Circuit Court of Maryland for Anne Arundel County.

Debtor:

Secured Party or Assignee:

CONENGCO, INC.

By: T. Stewart Wilson
T. Stewart Wilson (President)

T. Stewart Wilson
T. Stewart Wilson

Anne M. Wilson
Anne M. Wilson

Please return to:

Joseph P. Manck, Esquire
13 Francis Street
Annapolis, Maryland 21401

Mailed to: _____

11.60
50

AK

STATE OF MARYLAND

LIBER - 489 PAGE 52

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~00465-0345X~~

RECORDED IN LIBER _____ FOLIO _____ ON Jan. 11, 1985 (DATE) 11:06

1. DEBTOR

Name Advantage Cablevision, Inc

Address 1828 L St. N.W. Washington, D.C. 20036

2. SECURED PARTY

Name The Palmer National Bank

Address 1667 E St. N.W. Washington, D.C. 20006

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

POSTAGE .50
#05023 0777 R01 T11:13
AUG 28 85
RECORD FEE 1.00
RECORD FEE 9.00
POSTAGE .50
#05030 0777 R01 T11:21
AUG 28 85

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>All of Debtor's property, plant, and equipment, and accounts receivables, more fully described on Exhibit A attached.</p>	



1000
050

Dated 8/8/85

RECEIVED FOR RECORD
CIRCUIT COURT, D.C. COUNTY

1985 AUG 28 PM 12:34

E. AUBREY COLLISON
CLERK

Deborah B. Nolan
(Signature of Secured Party)

Deborah B. Nolan Vice President
Type or Print Above Name on Above Line

Exhibit "A"

1. All of Debtor's goods and equipment used or bought for use in Debtor's business, now owned or hereafter acquired by Debtor, including substitutions and replacements, wherever located or in transit. Specifically, a receive only satellite earth station, together with head-end transmission gear: CATV lines and cable; and, cable television converters installed in Debtor's customers' homes located in Elizabeth's Landing subdivision of the Town of Pasadena, County of Ann Arundel, State of Maryland.
2. All of Debtor's accounts, contract rights, chattel paper, negotiable and non-negotiable instruments and agreements, and general intangibles evidencing and/or securing any monetary obligation (hereinafter called "Receivables"), presently existing and hereafter arising, the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Receivables, including returned and repossessed items, and the proceeds thereof.

Mailed to Secured Party

Anne Arundel Co.

STATE OF MARYLAND

LIBER - 489 PAGE

5458176

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Anne Arundel County Farmers Co-operative Association, Inc.

Name _____
Address 155 8th Ave., Glen Burnie MD 21061

2. SECURED PARTY

Name Deutz-Allis Corporation
Address 921 Eastwind Drive, Westerville OH 43081
Deutz-Allis Credit Corporation Attn: UCC Administration
1126 S. 70th St., West Allis WI 53214

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Please see attached for collateral description.

RECORD FEE 11.00
POSTAGE .50
#05031 0777 R01 T11:22
AUG 28 85

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1985 AUG 28 PM 12:34
E. AUGHEY & COLLISON
CLERMONT
MARYLAND STATE RECORDS
ANNE ARUNDEL COUNTY

1150

(Signature of Debtor)
Anne Arundel County Farmers Co-operative Association, Inc

Type or Print Above Name on Above Line
Basil H. Smith
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)
Deutz-Allis Corporation

Deutz-Allis Corporation

Type or Print Above Signature on Above Line

JK

Description of Collateral

"(A) Inventory now owned or hereafter acquired of (i) new goods manufactured or supplied by Deutz-Allis Corporation (D-AC) (including without limitation tractors, combines, farm implements, lawn and garden equipment), (ii) new and used goods (including without limitation goods of the types described above) of any manufacture now or hereafter financed by D-AC or Deutz-Allis Credit Corporation (D-ACC) or in which Debtor has granted or hereafter grants a security interest to either of them and (iii) repair parts, attachments and accessories for the foregoing; (B) all now or hereafter existing accounts, chattel paper, contract rights and general intangibles heretofore or hereafter assigned by Debtor to D-AC or D-ACC and any interest of Debtor in related goods or in any collateral security, guaranty or other right with respect thereto; and (C) all proceeds of collection, exchange, sale, lease or other disposition of any of the foregoing (including without limitation trade-in, repossessed or other goods and insurance proceeds)."

Mailed to Secured Party

LIBER - 489 PAGE 56

258177

<small>This FINANCING STATEMENT is presented to filing officer for filing pursuant to the Uniform Commercial Code.</small>	<small>No. of additional sheets presented</small>	<small>3. FOR FILING OFFICER ONLY (Date, time, number and filing office)</small>
<small>1. Debtor(s): (last name first, and mailing address(es))</small> DIET CENTERS OF COLUMBIA, LTD. By: GAMP, Beverly De Witte (Sec/Treas.) 1152 Mainsail Drive Annapolis, Maryland 21401 SS#417-48-6154	<small>2. Secured Party(ies) and address(es).</small> Diet Center, Inc. 220 South 2nd West Rexburg, Idaho 83440	
<small>4. This Financing Statement covers the following types (or items) of property (Use this space for Real Property legal description and name of record owner, if required.)</small> IBM XT Computer S/N 5390470, IBM Monochrome Monitor S/N 0945996, IBM PC/XT Keyboard, TI 855 Printer S/N 3585540650, Tractor, Cable (the "Hardware"). DCI System, IUS Easywriter II, IUS General Ledger (the "Software").		<small>5. Assignee(s) of Secured Party(ies) and address(es)</small>

CHECK IF COVERED Products of collateral are also covered.

Filed with: Secretary of State County Recorder of **Anne Arundel** County

If one of the following boxes is checked, the secured party may sign the financing statement. The collateral described herein is:

- Brought into this state already subject to a security interest in another jurisdiction.
- Subject to a security interest in another jurisdiction, and the debtor's location has changed to this state.
- Proceeds of the original collateral described above in which a security interest was perfected.
- The subject of a financing statement which has lapsed.
- Subject to a security interest perfected under a prior name or identity of the debtor.

SIGN HERE

DIET CENTERS OF COLUMBIA, LTD.
 BY: **Beverly De Witte Gamp, Sec/Treas.**
Signature(s) of Debtor(s)

DIET CENTER, INC.
 BY: **Harold G. Leder**
SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE OF RECORD

1-FILING OFFICER-ALPHABETICAL Idaho Form UCC-1 Rev. 5-61 FORM APPROVED BY PETE T. CENARRUSA, SECRETARY OF STATE

11:50

Mailed to Secured Party

98847

FILED

1985 AUG 28 PM 12:44

AK

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 LIBER - 489 PAGE 57
Identifying File No. _____

ARC-11.52
CM04

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

258178

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J and R Bus Service, Inc.
Address 8131 Oakwood Road, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Maryland Leasecorp
Address 25 South Charles Street
Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See attached schedule A

FILED
1985 AUG 28 PM 12:44

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J and R Bus Service, Inc.

First Maryland Leasecorp

Dolores M. Chalfont V.P.

(Signature of Debtor)

Dolores M. Chalfont - V.P.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W. R. Brown

(Signature of Secured Party)

William R. Brown

Type or Print Above Signature on Above Line

98848

11:06
50
JK

LIDER - 489 PAGE 58

SCHEDULE A

One (1) new 1985 International Model 1853 school bus s/n 1HVLPHL5FHA34321 with diesel engine and a new Thomas 66 passenger school bus body; one (1) 1979 International Model 1853 school bus s/n BA182JHB28899 with a Blue Bird 66 passenger school bus body; one (1) 1975 International Model 1800 school bus s/n 13682DHA25174 with a 66 passenger Thomas school bus body; and one (1) 1975 International Model 1800 school bus s/n 13672DHA40103 with a 66 passenger Thomas school bus body; including, without limitation, all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing equipment.

D.M.C.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Crazy Horse Enterprises
Address 8201 Ritchie Highway, Pasadena, MD 21122

2. SECURED PARTY

Name First Eastern Leasing Corp.
Address 30 E. Padonia Road
Timonium, Md. 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - Gestetner Copier, Model 2112, Serial # 70J3117

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Secured Party

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]
(Signature of Debtor)

DEONIS W. FISHMAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]
(Signature of Secured Party)

Louise E. Neutze, Vice Pres.

Type or Print Above Signature on Above Line

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211

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 489 PAGE 60

Identifying File No. 258180

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jean A. Garner
Address 671 A Main Street, Laurel, Maryland 20707

2. SECURED PARTY

Name First Eastern Leasing Corp.
Address 30 E. Padonia Road
Timonium, Md. 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

IBM PC COMPUTER, NEC 360 PRINTER 546303218-8501
16739395-150

Mailed to Secured Party

FILED
1985 AUG 28 PM 12:45

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

x Jean A. Garner
(Signature of Debtor)
Jean A. Garner
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Louise E. Neutze
(Signature of Secured Party)
Louise E. Neutze, Vice Pres.
Type or Print Above Signature on Above Line

98858

11.00

TR

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Helen Gordon 1656 Yorktown Court Crofton, Md 21114	2. Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Va 22306	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 8 Double Hung Energy Lock III Replacement Windows CONDITIONAL SALES CONTRACT RECORDATION TAX EXEMPT		5. Assignee(s) of Secured Party and Address(es) Barclays American/Financial 424 Maple Avenue, East Vienna, Va 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: AA

By: Helen L. Gordon
HELEN L GORDON
Signature(s) of Debtor(s)

By: John Doebereiner
Signature(s) of Secured Party(ies)
JOHN DOEBEREINER

STANDARD FORM - FORM UCC-1. 11.00 .50

(1) Filing Officer Copy - Alphabetical

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Mailed to Assignee

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27

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Thomas & Mary Moulden 4222 Trenton Beach Road Edgewater, Md 21037	2. Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Virginia 22306	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
---	--	---

4. This financing statement covers the following types (or items) of property: <i>Replacement Windows</i> CONDITIONAL SALES CONTRACT RECORDATION TAX EXEMPT	5. Assignee(s) of Secured Party and Address(es) Barclays American/Fin. 424 Maple Avenue, East Vienna, Virginia 22180
--	---

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: *AA*

By: *Mary Moulden*

MARY MOULDEN
By: *Thomas Moulden*

Signature(s) of Debtor(s)
THOMAS MOULDEN

By: *USECC*

John Doebereiner

Signature(s) of Secured Party(ies)
JOHN DOEBEREINER

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

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Mailed to Assignee

FILED
1985 AUG 28 PM 12:45

JK

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) DARR, Gary & Judy 854 SELBY BLVD. Edge water, MA. 21037	2. Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Va 22306	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Replacement windows CONDITIONAL SALES CONTRACT RECORDATION TAX EXEMPT		5. Assignee(s) of Secured Party and Address(es) Barclays American/Financial 424 Maple Avenue, East Vienna, Va 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: AA

~~Judy G. Darr~~
JUDY G DARR
Signature(s) of Debtor(s)

~~Judy G. Darr~~
By: ~~Judy G. Darr~~
Signature(s) of Secured Party(ies)
JOHN DEOBEREINER

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

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Mailed to Assignee

FILED
1985 AUG 28 PM 12:45

JK

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) <i>PURCELL, TIMOTHY & GWEN</i> <i>1726 FAIRHILL DR.</i> <i>EDGEWATER, MD.</i> <i>21037</i>	2. Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Va 22306	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 6 Double Hung Energy Lock III Replacement windows CONDITIONAL SALES CONTRACT RECORDATION TAX EXEMPT		5. Assignee(s) of Secured Party and Address(es) Barclays American/Financial 424 Maple Avenue, East Vienna, Va 22180
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Filed with: <i>AA</i>		
By: <i>Timothy L. Purcell</i> TIMOTHY L PURCELL By: <i>Gwen C Purcell</i> GWEN C PURCELL Signature(s) of Debtor(s)	By: <i>USECC</i> <i>John Doeberiner</i> JOHN DOEBEREINER Signature(s) of Secured Party(ies)	12.00 50

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

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Mailed to Assignee

FILED

1985 AUG 28 PM 12:45

AK

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Robert Fowler 4940 Chestnut Street Shadyside, Maryland 20764	2. Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Va 22306	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 4 Energy Lock III Replacement windows CONDITIONAL SALES CONTRACT RECORDATION TAX EXEMPT		5. Assignee(s) of Secured Party and Address(es) Barclays American/Financial 424 Maple Avenue, East Vienna, Va 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel

B. X Robert D. Fowler
Signature(s) of Debtor(s)
ROBERT D FOWLER

USECC
[Signature]
By: Signature(s) of Secured Party(ies)
JOHN DOEBEREINER

STANDARD FORM - FORM UCC-1.

Officer Copy - Alphabetical

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Mailed to Assignee

FILED

1985 AUG 28 PM 12:45

OK

AAC.

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 8,200.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
RUDDER MANAGEMENT, INC.

P. O. BOX 1066
(Name)
Severna Park, Maryland 21146
(Address)

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
Attn: **Valerie C. Mills, Loan Executive**
(Name of Loan Officer)
P. O. Box 1596, Banc#101-560
(Address)
Baltimore, Maryland 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

IBM enhanced AT (A616D) Amdek Monochrome Display.

Located at: Benfield Park Plaza
523 Benfield Road
Severna Park, Maryland 21146

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
RUDDER MANAGEMENT, INC. (Seal)
Donna L. Benefiel (Seal)
(Signature)
Donna L. Benefiel,
(Print or Type Name)

DEBTOR (OR ASSIGNOR)
RUDDER MANAGEMENT, INC. (Seal)
J. Kirk Benefiel (Seal)
(Signature)
J. Kirk Benefiel,
(Print or Type Name)

BS-0850A-8406

98868

FILED

11.00
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Mailed to Secured Party

1985 AUG 28 PM 12:45

FINANCING STATEMENT FORM UC 7-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 8-1-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SLAYMAKER: Clarke V.
Address 309 E. Glendale Ave. # 3, Alexandria, VA 22301

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1985 30' X-Yacht Fiberglass Hull # XYZ95126G585

1985 15 HP Yanmar Diesel Engine # 2486

First Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

Home Anchorage/Winter: Edgewater, MD

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)
Clarke V. Slaymaker
Type or Print Above Name on Above Line
Clarke V. Slaymaker
(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
AGENT
First Commercial Corporation
Type or Print Above Signature on Above Line

Mailed to Assignee

FILED

1985 AUG 28 PM 12:46

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Amie Arndt
8-9-85

11.00

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
Far Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
Birchwood Yachts U.S.A., Inc.
Box 125
Galesville, Maryland

2. Secured Party(ies) and address(es)
First American Bank, NA
740 15th Street, NW
Washington, DC 20005

4. This financing statement covers the following types (or items) of property:

As per attached Security Agreement

NOT SUBJECT TO RECORDATION TAX

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
Filed with: Anne Arundel County

Birchwood Yachts U.S.A., Inc.

By: *Robert Calhoun Smith, Jr.*
Signature(s) of Debtor(s)

Robert Calhoun Smith, Jr., President
(1) Filing Officer Copy - Alphabetical

By: *M. A. Shaughnessy*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

33.00

FILED

1985 AUG 28 PM 12:46

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SECURITY AND TRUST AGREEMENT

THIS SECURITY AND TRUST AGREEMENT, made this 28th day of July, 1985, by and between BIRCHWOOD YACHTS U.S.A., INC. (hereinafter called "Borrower"), and FIRST AMERICAN BANK, N.A., Secured Party (hereinafter called "Bank").

The Parties hereto intending to be legally bound hereby agree as follows:

1. LOAN AGREEMENT. Bank agrees to establish a line of credit for Borrower and make advances to Borrower at any time and from time to time in the absence of an Event of Default as the term is hereinafter defined, in a total principal amount not to exceed at any time outstanding \$500,000, such advances to be evidenced by a Secured Line of Credit Note from Borrower to Bank dated the date hereof (the "Note"), substantially in the form of Exhibit A. Upon presentation of a purchase order for an item of Inventory (as defined below), Bank shall issue an irrevocable commercial sight documentary draft letter of credit in favor of the manufacturer of the Inventory item in an amount equal to the purchase order, with expiry one hundred-eighty (180) days after issue (hereinafter called the "Letter of Credit"). Bank will make advances to Borrower under this Agreement by paying under one or more Letters of Credit, upon delivery to Bank of the appropriate bills of lading, unpaid invoices, documents of title for Inventory delivered or to be delivered to Borrower, and any other documents as reasonably may be required by Bank under the Letters of Credit, the manufacturer's invoices for such Inventory. The amount of such an advance shall be established by notice to the Borrower in substantially the form of Exhibit B hereto, which shall be conclusive and binding on all parties absent a patent defect. Bank also may from time to time advance funds directly to Borrower upon Borrower's request secured by Inventory that is then owned by Borrower free and clear of all taxes, charges, liens and encumbrances. Except as otherwise expressly agreed in writing, Bank may refuse to issue any Letter of Credit or make any advance requested and may discontinue making advances at any time. All funds advanced by Bank that are repaid by Borrower may be readvanced provided that at no time shall the aggregate of the total principal amount due by Borrower hereunder and the Bank's outstanding commitments under one or more Letters of Credit exceed the ceiling established in this Agreement and the Note.

2. SECURITY INTEREST. To secure payment of and performance of all indebtedness, obligations and liabilities of Borrower to Bank, whether now existing or thereafter arising and whether such indebtedness is direct or contingent, including but not limited to the indebtedness set forth in paragraph 1 of this Agreement and evidenced by the Note, the Borrower hereby grants to Bank a security interest in the following collateral (hereinafter collectively called "Collateral"):

a. All inventory now owned or hereafter acquired of new pleasure vessels including without limitation vessels used for demonstration, show and like purposes, all additions, improvements and modifications thereto, all documents representing such vessels (including without limitation documents of title), and returned goods or vessels (herein collectively called Inventory);

b. All parts, accessories, supplies and components, and all equipment used in the conduct of its business;

c. All accounts, other receivables, instruments or chattel paper, now existing or hereafter arising from the operations of its business; ps

- d. General intangibles; and
- e. All proceeds arising from the sale or disposition of all of the above.

As further security for the due payment and performance of all indebtedness and other liabilities and obligations of the Borrower to the Bank under this Agreement, the Note and any other obligations of the Borrower to the Bank, whether now existing or hereafter arising, the Borrower hereby grants to the Bank a lien on and security interest in any and all deposits or other sums at any time credited by or due from the Bank to the Borrower, whether in regular or special depository accounts or otherwise, and any and all monies, securities and other property of the Borrower, and the proceeds thereof, now or hereafter held or received by or in transit to the Bank from or for the Borrower, whether for safekeeping, custody, pledge, transmission, collection or otherwise, and any such deposits, sums, monies, securities and other property, may at any time be set-off, appropriated and applied by the Bank against any indebtedness, liabilities or other obligation, whether now existing or hereafter arising, of the Borrower to the Bank under this Agreement, the Note or otherwise, whether or not such indebtedness, liability or obligation is then due or is secured by any collateral, or, if it is so secured, whether or not such collateral held by the Bank is considered to be adequate. Without limiting the generality of the foregoing, such property shall include any certificate of deposit placed with the Bank.

3. MINIMUM SALE VALUE. At the time of each advance under the line of credit, Bank will assign to each item of Inventory a minimum sale value (hereinafter called "Minimum Sale Value") equivalent to the unit price on the invoice paid and/or cash advance on units owned outright by Borrower.

4. TRUST. Borrower shall hold all Inventory in trust for the Bank at Borrower's sole risk as to loss, injury, theft, conversion, damage, destruction or attachment. Borrower agrees to keep said Inventory properly housed and stored at Borrower's place of business without expense to the Bank. Without the Bank's prior written consent, Borrower will not use, operate, lease, pledge, encumber, remove from the place where housed, sell or dispose of any Inventory or other Collateral, except that Borrower may, for the account of the Bank, sell any Inventory to a bona fide purchaser in the ordinary course of business, for cash or its equivalent, for any amount not less than the Minimum Sale Value of the Inventory item sold. Borrower will immediately, without demand, remit to Bank in cash, the proceeds of any Collateral equal to the Minimum Sale Value of the item or items of Inventory sold. Until such payment, or if so requested by the Bank, Borrower will hold all proceeds of the Collateral in trust and separate from all other funds of Borrower.

5. DOCUMENTS OF TITLE. Borrower shall upon receipt deliver to the Bank for the Bank's retention the builder's certificate (or other documents evidencing title) and invoice for each item of Inventory. The Bank will deliver to the Borrower upon payment in full for each item of Inventory the corresponding builder's certificate (or other documents evidencing title).

6. RIGHT TO POSSESSION. Bank may, at any time, whether or not Borrower is in default, take possession of all or part of the Collateral, and for such purpose may enter upon any premises owned or leased by Borrower, and require Borrower to endorse, assign or transfer to Bank any Collateral or any instrument, document of title, chattel paper or accounts relating to any Collateral or the proceeds thereof.

7. REDUCTION IN PRICE. In the event any manufacturer, seller or distributor of goods similar to those included in Borrower's Inventory in this area shall reduce the wholesale

price of any goods similar to those which are subject to this Agreement, Borrower shall pay to Bank on the date of such reduction an amount equal to such reduction.

8. EVENT OF DEFAULT. Bank shall have the right at its sole option to declare the indebtedness to be forthwith due and payable without further notice upon the occurrence of any of the following events (each an "Event of Default"):

a. default by Borrower in the payment of interest on or principal of any obligation for borrowed money now existing or hereafter arising, including but not limited to the Note of Borrower to Bank, whether owed to Bank or any other person;

b. death, dissolution, insolvency, reorganization, change in control, or sale or transfer of substantially all the assets of Borrower, or of any guarantor of Borrower to Bank;

c. application for the appointment of a receiver for Borrower or upon the filing of a petition in bankruptcy by or against Borrower, or any guarantor of Borrower to Bank;

d. any assignment of Borrower's property for the benefit of Borrower's creditors;

e. any default by Borrower under the provision of this Agreement or under any note, instrument or agreement executed in connection herewith or pursuant hereto; or

f. if Bank should otherwise in good faith deem itself insecure.

9. PERFECTION OF SECURITY INTEREST. Borrower will at its own cost and expense, upon request, execute or cause to be executed all note(s), trust receipts, financing statements and any other documents covering such Collateral, or endorse or identify such Collateral in favor of Bank, as Bank may now or hereafter need to perfect its security interest, in form satisfactory to Bank.

10. POWER OF ATTORNEY. In order to facilitate this Agreement, Borrower hereby requests and irrevocably authorizes and appoints Bank, acting by any officer or other employee thereof, to execute and deliver on behalf and in the name of Borrower promissory notes payable to Bank, security agreements in favor of Bank, letters of credit, drafts, acceptances, financing statements, schedules of merchandise subject hereto, and other appropriate instruments, and such instruments shall be in form and substance satisfactory to Bank, and include therein powers of attorney to confess judgment against Borrower. Bank is irrevocably authorized and empowered to execute on behalf of Borrower on the builder's certificate (or other documents evidencing title) and assign to the Bank or to any purchaser to which such certificate pertains, or at the sole option of Bank, to register in Bank's name any vessel in which Bank now or hereafter has a security interest, and for such purposes to surrender the applicable builder's certificate (or other documents evidencing title). The failure of Bank to use this power or insist that Borrower execute such instruments shall not constitute a waiver of this power.

11. BORROWER'S COVENANTS. Borrower covenants and agrees:

a. to keep accurate and complete records of its Inventory and accounts in accordance with generally accepted accounting practices and principles, consistently applied, and to permit any employee, officer or agent of Bank to inspect, audit and take extracts from its books and records and inspect its Inventory at any time;

b. to furnish and deliver to Bank promptly all financial statements and records and inventory records which Bank

may from time to time request including but not limited to quarterly internally prepared financial statements within thirty (30) days of the end of each quarter and annual financial statements within sixty (60) days of the fiscal year end;

c. to keep all Inventory insured from the time of acquisition to the time of sale against all risks in an amount equal to the greater of the Minimum Sale Value for each item of Inventory or the full replacement cost thereof, and have all equipment insured in amount satisfactory to Bank, for such periods and written by such companies satisfactory to Bank. Such insurance to be payable to Bank and Borrower as their interests may appear. Such insurance and a paid invoice or other evidence of payment therefor shall be delivered to Bank. Bank may act as attorney for Borrower in adjusting and settling claims and endorsing any drafts. Should Borrower fail to provide insurance to Bank's satisfaction, Bank may at its option provide such insurance and Borrower shall pay to Bank the cost thereof. All renewal policies shall be delivered to Bank at least ten days prior to the expiration of the existing policies;

d. to provide, at Borrower's cost and expense, a keyman life insurance policy in an amount at least equal to \$500,000 on the life of Robert Calhoun Smith, Jr., naming the Bank as Assignee. Such policy, evidence of payment therefor, and any renewals thereof shall be delivered to Bank;

e. to keep the Inventory free and clear of all taxes, charges, liens and assessments and to pay the same, if any, thereon, and upon failure to do so by Borrower, Bank may determine the validity or legality of the same and at its option pay such fees; and

f. to pay when due or upon demand, all fees, charges, and costs incident to the Letters of Credit and the advances hereunder, including without limitation a fee of one-quarter of one percent (.25%) for each Letter of Credit issued, a \$25.00 fee for each sight draft paid thereunder, miscellaneous fees incurred in connection with the Letters of Credit, and a \$100.00 processing fee for each vessel financed under this Agreement.

g. to promptly notify the Bank (i) of any material adverse change in the Borrower's financial condition or operations, (ii) of the occurrence of an Event of Default, or (iii) of a default under the terms and provisions of Borrower's distributorship arrangement with Birchwood Boat International Ltd.

h. that the builder's certificate and any other documents evidencing title presented to the Bank for each item of Inventory shall be the sole original documentation and no duplicate original documentation shall exist, be created or requested.

12. CONDITIONS PRECEDENT. The obligation of the Bank to issue a Letter of Credit or advance funds hereunder shall be subject to the following conditions precedent:

a. The representations and warranties contained in Section 13 hereof shall be true and with the same effect as though such representations and warranties had been made at the time each Letter of Credit is issued or funds were advanced hereunder.

b. There shall exist no Event of Default, and no event which, with the passage of time or the giving of notice, or both, would constitute such an Event of Default.

c. There shall not have occurred, in the sole opinion of the Bank, any material adverse change in the assets,

PLS

liabilities, financial condition, business, operations, affairs or circumstances of the Borrower.

d. On or prior to the date hereof Robert Calhoun Smith, Jr. and Susan M. Smith (the "Guarantors"), jointly and severally, and independently of the liability of the Borrower, shall have delivered to the Bank a duly executed guaranty guaranteeing the punctual payment when due of all obligations of the Borrower to the Bank under this Agreement and Note whether for principal, interest, fees, expenses, or otherwise, and shall have furnished to the Bank copies of their respective personal financial statements for the most recently completed fiscal year, prepared in accordance with generally accepted accounting practices and principles, consistently applied.

13. REPRESENTATIONS AND WARRANTIES. In order to induce the Bank to enter into this Agreement and to make the advances provided for herein, the Borrower represents, warrants and covenants to the Banks that:

a. The Borrower is a corporation duly organized and existing under the laws of the State of Maryland and has the corporate power to make this Agreement, to borrow hereunder and to consummate all of the transactions contemplated herein;

b. The Borrower has taken all necessary corporate and legal action to authorize it to borrow the amounts provided for in this Agreement; and is duly authorized and empowered to execute, deliver and perform this Agreement, the Note and any other instruments or documents herein provided for. This Agreement, the Note and any other instrument or document in connection with this Agreement when executed and delivered, will be legal, valid and binding in accordance with their terms; neither the execution and delivery of this Agreement nor the borrowing hereunder will violate any provisions of law or conflict with, result in the breach of, or constitute a default under the certificate of incorporation or by-laws of the Borrower or any indenture or agreement to which the Borrower is a party or by which it is bound.

c. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Borrower of this Agreement, the Note or any other document or agreement delivered hereunder.

d. There is no pending or threatened action or proceeding affecting the Borrower or any of its property before any Court, governmental agency or arbitrator, which may materially adversely affect the financial condition or operation of the Borrower.

e. The balance sheet of the Borrower as at _____, 1985, and the related statements of income, retained earnings and changes in financial position of the Borrower for the fiscal year then ended, copies of which have been furnished to the Bank, fairly present the financial condition of the Borrower as at such date, and the results of the operations of the Borrower for the period ended on such date, all in accordance with generally accepted accounting practices and principles, consistently applied, and since _____, 1985, there has been no material adverse change in such condition or operations.

f. The Borrower is the sole exclusive distributor for the United States of Birchwood Boat International Ltd.

g. The Borrower has filed all tax returns and reports required to be filed and has paid all taxes, assessments, fees and other governmental charges levied upon it or upon its properties or income which are due and payable including interest

rs

and penalties, or has provided adequate reserves for the payment thereof.

h. The Borrower is not in default (in any respect which materially and adversely affects the business, properties or condition, financial or otherwise) under any indenture, mortgage, deed of trust, agreement or other instrument to which the Borrower is a party or by which it is bound, except as disclosed to the Bank in writing. No Event of Default hereunder has occurred and is continuing.

i. No information, exhibit or report furnished by the Borrower to the Bank in connection with the negotiation of this Agreement contained any material misstatement of fact or omission of a material fact or any fact necessary to make the statement contained therein not misleading.

14. BUSINESS ADDRESS. Borrower warrants that its only place(s) of business is located at the following address(es):

4801 Mass Ave Wash DC 20016

and

4805 Riverside Dr. Galetsville MD 20765

and covenants that the Inventory pledged hereunder will not be kept or stored at any other location(s) without prior written consent of Bank. Borrower will promptly notify Bank in writing of any changes in its place of business, including the establishment of new places of business and the closing of existing places of business.

15. NOTICE. Each demand, notice or other communication provided for in this Agreement or the Note shall be validly given if mailed by first class mail addressed to the party for whom it is intended at that party's address heretofore set forth, or to such other address as that party may hereafter designate in writing to the other party hereto.

16. ASSIGNMENT. This Agreement and the Note may not be assigned by the Borrower. Subject to the foregoing, the Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

17. ENFORCEMENT. If Bank shall find it necessary to protect or enforce its rights hereunder or under the Note by legal proceedings or otherwise, Borrower agrees to pay promptly all costs and expenses, including any attorney's fee of twenty-five percent (25%) of the amount of indebtedness then outstanding hereunder. All parties hereto, including guarantors, waive the benefit of their homestead exemption as to any advances hereunder.

18. MODIFICATION. No modification of this Agreement shall be binding upon either party unless in writing signed by the party to be bound thereby, or by such party's duly authorized true and lawful attorney-in-fact, with respect to such modification.

The rights conferred hereunder shall be cumulative and in addition to any rights conferred upon Bank by the Uniform Commercial Code or under any other Agreement. Bank may waive any default or remedy any default without waiving the default remedied or any prior or subsequent default.

This Agreement shall be governed by the laws of the District of Columbia. (RS)

WITNESS the following signatures this ___ day of _____, 19__.

ATTEST:

BIRCHWOOD YACHTS U.S.A., INC.

Susan M. Smith
(Secretary)

(Corporate Seal)

By: *R. Smith, Jr.*
Title: *President*

FIRST AMERICAN BANK, N.A.

By: *Margie A. Skowronek*
Title: *Assistant Cashier*

Mailed to Secured Party

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ Lessee

Name C G Enterprises, Inc
Address 8111 Annapolis Junction Road Jessup, Maryland 20794

2. ~~XXXXXXXXXXXX~~ Lessor

Name General Electric Credit Corporation of Tennessee
Address P. O. Box 1038 Columbia, Maryland 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) New, 1985 John Deere Model JD762-A self loading scraper S/N 72013M with sealed elevator chain, 23.5 x 25 16 PR-E-2 tires, Rops with windshield, teeth.
One (1) Used 1973 Koehring, Model 440 Spanner crane S/N C16662

This financing statement is being filed solely as a precaution if, contrary to the intention of the parties described above, the transaction relating to the property described herein is deemed to be other than a lease within the meaning of Section 1-201(37) of the Uniform Commercial Code.

RECORDATION TAX TO STATE OF MARYLAND !!
CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

C G Enterprises, Inc
Matt Jones
(Signature of Debtor)
Matt Jones
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

General Electric Credit Corporation of Tennessee
Larry Bond
(Signature of Secured Party)
LARRY BOND
Type or Print Above Signature on Above Line

FILED
1985 AUG 28 PM 12:46

Mail to General Electric Credit Corp. 98879

mlc
11.00

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. []

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>A & S Carpets, Inc. 1521-A Crofton Pkwy Crofton, MD 21114</p>	<p>2. SECURED PARTY</p> <p>↙ The Zamoiski Co. 1101 DeSoto Road Baltimore, Maryland 21223</p>
---	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; foot waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

A & S Carpets
(Type Name)

THE ZAMOISKI CO.

By: [Signature] (SEAL)

By: [Signature]

By: _____ (SEAL) _____ 5-14 19 85
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa. - Inventory

Mailed to Secured Party

FILED

1985 AUG 28 PM 12:46

98881

[Handwritten signature]
11.00

Paul

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: PO BOX 16082
CITY & STATE: SUITLAND MD 20746

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
EROS L COLLINS AND RUTH M COLLINS		07-07-82	
LOT 167 LYONS CREEK EST LOTHIAM MD 20711		ACCOUNT NO.	TAB
		749404213	4932

Filed with: _____

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.
65	FORD	2s		5Y83Z153544		8

Together with all Tires, Batteries, Radios, Heaters, Equipment and Accessories now or hereafter attached thereto;

(b) If checked at left, all household goods, furniture, appliances, and consumer goods of every kind and description owned at the time of the loan secured hereby, or at the time of any refinancing or renewal thereof, or cash advanced under the loan agreement secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

1x 1976 21 foot Fiberglass Cruiser hull # CCXC790CM761

I HEREBY CERTIFY THAT UNDER PENALTY OF PERJURY THAT THE FILING FEE AS REQUIRED BY MVA FOR THE SECURITY INTEREST IN THE ABOVE MOTOR VEHICLE HAS BEEN PAID ON OR AFTER 7-1-73

Howard E. Bauer

Howard E. Bauer
Acct Rep.

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY AA TITLE _____

CR
Dated: 8-12, 1985

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 3-75)



FILED

1985 AUG 28 PM 12:46

Mailed to Secured Party

*Liber 452
Pg 228
24362*

98889

*18.00
50*

Anne Arundel County

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$2,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Department of Assessments & Taxation

5. Debtor(s) Name(s) Address(es)
 American Security Storage 11 Hudson Street, Annapolis, MD 21014
 of Annapolis, Inc. 8520 Rainswood Drive, Landover, MD 20785

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street
 Attention: Anita L. Evangelisti Baltimore, MD 21201
 Loan Documentation

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors American Security Storage of Annapolis, Inc. _____ (Seal) _____ (Seal)

By: James A. Day, President _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

Mailed to Secured Party 98892

FILED

1985 AUG 28 PM 12:46

mlg 11.00 50

SCHEDULE A

LIDER - 489 PAGE 82

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, a National Banking Corporation, and American Security Storage of Annapolis, Inc., a Maryland Corporation

F. Collateral

- 1 Delco Steam Cleaner Veroa 100C
Serial 48533184

Mailed to Secured Party

FINANCING STATEMENT FORM UC 3-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 8/5/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STRINGER, Dann P.
Address 6414 Wishbone Terrace, Cabin John, MD 20818

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1978 32' Pearson fiberglass hull #PEA58123M78D-P Coast Guard O.N.598488
1978 23 HP Volvo diesel engine #40886

Home anchorage/winter: Galesville, MD

ASSIGNEE:
FIRST FIDELITY BANK N.A. SOUTH-
JERSEY
Rt.541 & Sunset Road
Burlington, NJ 08016

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Dann P. Stringer
(Signature of Debtor)
Dann P. Stringer
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Mailed to Assignee

[Signature] AGENT
(Signature of Secured Party)
First Commercial Corporation
Type or Print Above Signature on Above Line

FILED
1985 AUG 28 PM 12:46

98893

Amie Arndt G
8-9-85

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. []

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>All-Makes, Inc. 2441 Mountain Road 2714 Pasadena, MD 21122</p>	<p>2. SECURED PARTY</p> <p>The Zamoiski Co. 1101 DeSoto Road Baltimore, Maryland 21223</p>
---	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and air-display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; foot waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

ALL-MAKES, INC.
(Type Name)

THE ZAMOISKI CO.

By: [Signature] Pres (SEAL)

By: [Signature]

By: _____ (SEAL) _____ (Date Signed by Debtor) 19 ____

Mailed to Secured Party

FILED
1985 AUG 28 PM 12:46

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa. - Inventory

98894

11.00
mely

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. []

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Aladdin Enterprises 545 6th Street Pasadena, MD 21122</p>	<p>2. SECURED PARTY</p> <p>↙ The Zamoiski Co. 1101 DeSoto Road Baltimore, Maryland 21223</p>
---	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; foot waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and repossessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

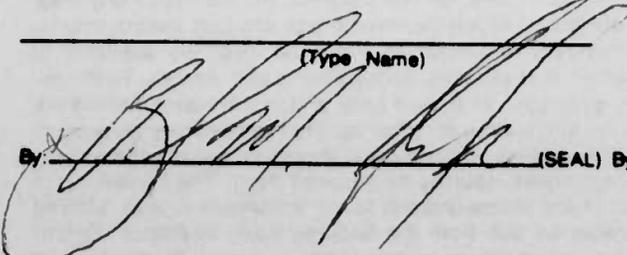
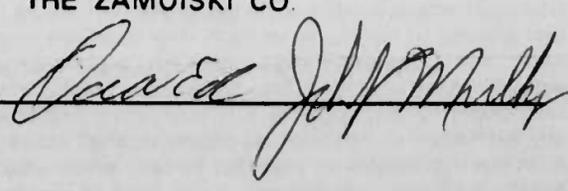
6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

(Type Name)

By:  (SEAL) By:  THE ZAMOISKI CO.

By: _____ (SEAL) _____ 19 _____
(Date Signed by Debtor)

INSTRUCTIONS: Sign in Ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa. - Inventory

Mailed to Secured Party

FILED
1985 AUG 28 PM 12:46

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11.00
mlg



This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Blakely, Marylee Blakely, Milford O. 1413 Houghton Road, Glen Burnie, Md. 21061	2. Secured Party(ies) and address(es) FinanceAmerica Corporation 7008 Securty Blvd. Suite 114 Baltimore, Maryland 21207	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 1985 Sylvan Rodmaster Boat Hull #SYL04291K485 1985 50 h.p. Evinrude Motor Ser. #J0539552 1985 Long Trailer 1100 RCSG-Ser. #1LGBJDP17F1E02120		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented

Filed with:

✓ Milford O. Blakely
 ✓ Marylee Blakely
 By: _____
 Signature(s) of Debtor(s)

By: Chad ...
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

12.00

(1) Filing Officer Copy--Alphabetical

99001

Mailed to Secured Party

FILED

1985 AUG 28 PM 12:46

mlaf

Anne Arundel
2A 8/11

LIBER - 489 PAGE 87

258197

MARYLAND - UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM UCC-1

Identifying file No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0/0/0

If this statement is to be recorded in land records check here.

This financing statement Dated 8/11/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis 4A Rentals & Sales
Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Company
Address 4949 Court Street & Deere Rd.
Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New OMC Mustang Skid Steer Loader w/ 61" bucket
S/N 521254

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Annapolis 4A Rental
(Signature of Debtor)

Annapolis 4A Rentals & Sales
Type or Print Above Name on Above Line
Kenneth R. Wagner
(Signature of Debtor)

Kenneth R. Wagner
Type or Print Above Signature on Above Line

Robert P. Murphy
(Signature of Secured Party)
ROBERT P. MURPHY
John Deere Company Syracuse
Type or Print Above Signature on Above Line

FILED
1985 AUG 28 PM 12:46

99002

mlg 12.00
.50

Anne Arundel
2A 8/11 No #

LIBER - 489 PAGE 88

258193

MARYLAND - UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM UCC-1

Identifying file No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 8/11/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis 4A Rentals & Sales

Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Company

Address 4949 Court Street & Deere Rd.

Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New OMC Mustang Skid Steer Loader w/ 61" bucket
S/N 521224

Mailed to Secured Party

FILED
1985 AUG 28 PM 12:47

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolis 4A Rental
(Signature of Debtor)

Annapolis 4A Rentals & Sales
Type or Print Above Name on Above Line

Kenneth R. Wagner
(Signature of Debtor)

Kenneth R. Wagner
Type or Print Above Signature on Above Line

Robert P. Murphy
(Signature of Secured Party)

ROBERT P. MURPHY
John Deere Company Syracuse

Type or Print Above Signature on Above Line

99002 mlcf 12/30/85

UCC ATTACHMENT

LIBER - 489 PAGE 90

RENTAL SCHEDULE D-17

<u>Qty</u>	<u>Description</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Equipment Location</u>	<u>Accept Date</u>	<u>Accept Number</u>
1	HENKELS & MCCOY, INC. ITT/Tone Commander Telephone System consisting of: 1 Key Service unit, 6 cell 4 LC-400H cards with recall 3 Touch tone 6 button brown key wall sets 10 Touch tone 6 button brown key desk sets 32 Rotary single line brown trim line wall sets 3 Rotary single line brown trim line desk sets 7 Extra long handset cords throw key fpr ring assignment Tone Commander ML800 storekeeper 1-CF400 main housing & ICF 401 expanding housing 1-CP-432 single/regulator card 2-CP441 Line Cards tone/rotary (8line) 7-CP451 Stations single line or keysets 3-CP454 add on conference/paging cards w/instant page/and call park			Bradlees #574 6716 Gov. Ritchie Hwy. Chesapeake Sq. Shop Cnt. Glen Burnie, MD 21061	2/13/85	D-51

Mailed to Assignee

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. Anne Arundel County 258200
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) Address(es)
 Frank Funk 144 Virginia Ave., Pasadena, MD. 21122

6. Secured Party Address
 First Federal Savings & Loan Association of Annapolis
 Attention: Annette Kelly, Consumer Loan 1832 George Ave., Annapolis, MD. 21401
 (Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

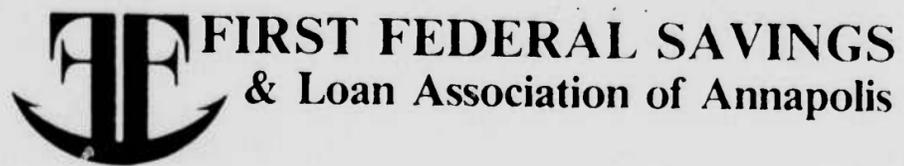
9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
 Frank Funk (Seal) _____ (Seal)
 Frank Funk (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.
 2-2820 (3/85) 99012 *mls/11.00 .50*

FILED
 1985 AUG 28 PM 12:47

LIBER - 489 PAGE 92



ANNAPOLIS AREA 266-6100 / BALTIMORE AREA 841-6700 / WASHINGTON AREA 261-8800

DEBTOR:

Frank Funk
144 Virginia Ave.
Pasadena, MD. 21122

SECURED PARTY:

First Federal Savings & Loan
Association of Annapolis
1832 George Ave.
Annapolis, MD. 21401

SCHEDULE A

One (1) TVRO Satellite System:

Receiver DX 700
Actuator DX 400
75 inch diameter plus 10 foot mesh ground mount

Mailed to Secured Party

FINANCING STATEMENT

LIBER - 489 PAGE 93

1. To be recorded in the Land Records.

2. To be recorded among the Financing Statement Records. Anne Arundel County

3. Not subject to Recordation Tax.

258201

4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 28,350.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s)

Address(es)

Bay Chiropractic and
Richard C. Fidanza and
Paul H. Goszkowski

1409 Forest Drive, Annapolis, MD. 21403

6. Secured Party

Address

First Federal Savings & Loan Association of Annapolis

Attention: Margaret A. Bracone, Comm. Loans 1832 George Ave., Annapolis, MD. 21401
(Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors Bay Chiropractic

BY: Richard C. Fidanza, D.C. (Seal)

Richard C. Fidanza, D.C., General Partner

Richard C. Fidanza (Seal)

Richard C. Fidanza, Individually

BY: Paul H. Goszkowski, D.C. (Seal)

Paul H. Goszkowski, D.C., General Partner

Paul H. Goszkowski (Seal)

Paul H. Goszkowski, Individually

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

2-2820 (3/85)

Mailed to Secured Party

99013

FILED
1985 AUG 28 PM 12:47

mlf 13.00
196.50

MARYLAND TERMINATION STATEMENT

Date August 14, 1968

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: Walter Marhefka
7837 Balt Annap Blvd
Glen Burnie, MD 21061

2. Secured Party and address (Type complete corporate name): ITT Financial Services
7966 Crain Hwy
Glen Burnie, MD 21061

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows: Liber 439 Page 213

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

ITT FINANCIAL SERVICES
(TYPE COMPLETE CORPORATE NAME)

By: Bernard Brown MANAGER

(Type signature below name)

AR 2/64

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES



99018

10:50

FILED

Mailed to Secured Party

1985 AUG 28 PM 12:47

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael L. Mann

Address 420 S. Crain Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Patterson Dental Company

Address 1100 East 80th Street, Minneapolis, Minnesota 55420

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Belmont 057 Unit W/Cuspidor S/N 403-014
- 1 Belmont 046 Light S/N 306372-308186
- 1 Belmont 024 Chair S/N 84010487
- 1 Belmont Dr. Stool
- 1 Modula 217 Mobile Cabinet Red Oak
- 1 Star Titan S Scaler 4 hole S/N 104916

Assignee of Secured Party
Security Pacific Executive Professional Services Inc.
14201 East 4th Avenue/Suite 141
Aurora, CO 80011

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Assignee

x Michael L. Mann
(Signature of Debtor)

Michael L. Mann
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary Engler
(Signature of Secured Party)

Mary Engler
Type or Print Above Signature on Above Line

FILED
1985 AUG 28 PM 12:47

11.00

Anne Arundel 213 50 9133
2A 8/7

LIBER - 489 PAGE 96

258203

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated August 7, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William Alan Boehm
Address 1426 St. Stephens Church Road, Crownsville, MD 21032

2. SECURED PARTY

Name John Deere Company
Address PO Box 4949, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 New John Deere 337 Baler # 677515
- 1 New John Deere 30 Bale Ejector # 678517

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

x William Alan Boehm
(Signature of Debtor)

William Alan Boehm
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Ronald Williams
(Signature of Secured Party)

Ronald Williams, Superv.
Type or Print Above Signature on Above Line

FILED
1985 AUG 28 PM 12:47

99021

mlg 11.00
50

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 8/13/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ENCORE PLUMBING & HEATING CO., INC.

Address 8348 SCHMIDT'S LANE PASADENA, MD 21122

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE

Address DRAWER 70 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 8/13/90

4. This financing statement covers the following types (or items) of property: (list)

ATLAS COMPUTER AND SOFTWARE

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

ENCORE PLUMBING & HEATING CO., INC.

William C. Taylor
(Signature of Debtor)

William C. Taylor, President

Type or Print Above Name on Above Line

Geraldine A. Taylor
(Signature of Debtor)

Geraldine A. Taylor

Type or Print Above Signature on Above Line

Earl G. Walter
(Signature of Secured Party)

EARL G. WALTER

Type or Print Above Signature on Above Line

99023

mlc 13.00
.50

FILED

1985 AUG 28 PM 12:47

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257505

RECORDED IN LIBER 487 FOLIO 164 ON July 29, 1985 (DATE)

1. DEBTOR

Name Larry R. Ringer and Gail S. Ringer
 Address U.S. Naval Academy Golf Club, Annapolis, MD 21402

2. SECURED PARTY

Name Eastern Golf Car, Inc.
 Address 10302 Southard Drive, Beltsville, MD 20705

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Litton Industries Credit Corporation 425 Post Road Fairfield, CT 06430</p> <p style="text-align: right;"><i>OK 3/16</i></p>	

Dated 5/10/85

*Eastern Golf Car Inc.
 Marie S. Shoap, Secretary*

(Signature of Secured Party)

MARIE S. SHOAP, SECRETARY
 Type or Print Above Name on Above Line



Mailed to Secured Party

FILED

1985 AUG 28 PM 12:47

99025

12:50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Johnson, William, R., DDS
Address 420 S. Crain Hwy., Glen Burnie, Md., 21061

2. SECURED PARTY

Name HPSC, INC.
Address 25 Stuart St., Boston, Ma. 02116

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

This filing is notice of an equipment lease dated 8-9-85 for the personal property described herein and hereafter acquired.

- 1 P&C Ceiling Light 1 Belmon 071A X-Ray 1 Adec Mobile Cart #2521
- 1 Adec Cuspidor #7460 1 Star Titan S Scaler 1 H-C View Box D.E. #100
- 1 Adec Adaptor Mounting Post.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

FILED

1985 AUG 28 PM 12:47

William R. Johnson DDS
(Signature of Debtor)

William R. Johnson, DDS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HPSC, INC.
(Signature of Secured Party)

HPSC, INC.

Type or Print Above Signature on Above Line

99027

mlj 10.00

FINANCING STATEMENT FORM UC 7-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 8/5/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SOUTHEN: Michael W. T. and Linda M. and KNIGHTS: Richard A. and Suzan M.
Address 3258 Kitty Duvall Drive, Annapolis, MD 21403

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1985 30' Beneteau First 305 Fiberglass Hull # BEY01530E585
1985 15 HP Volvo Penta Model 2002 Diesel Engine # 9558

First Assignee:
First Jersey National Bank/South
South Carolina and Atlantic Avenues.
Atlantic City, NJ 08401

Residence:
Richard A. and Suzan M. Knights
508 Mansfield Court
Severna Park, MD 21146

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Assignee

FILED
1985 AUG 28 PM 12:47

(Signature of Debtor)

Michael W. T. Southen
Type or Print Above Name on Above Line

(Signature of Debtor)

Linda M. Southen
Type or Print Above Signature on Above Line

(Signature of Debtor)

Richard A. Knights

(Signature of Debtor)

Suzan M. Knights

(Signature of Secured Party) AGENT

First Commercial Corporation
Type or Print Above Signature on Above Line

14.00
50.
Ame Arndt Co
8-13-85

99028

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 28,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
Scanners Associates	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn: Gail Zickfoose
	(Name of Loan Officer)
(Address)	8116 Ritchie Highway
	(Address)
	Glen Burnie, Md. 21122

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

the property, herein called "Equipment", which is described below and in any separate schedule at any time delivered by Borrower to Bank, including all improvements and accessions thereto and all spare parts, tools, accessories and attachments now owned or hereafter acquired in connection therewith, and any maintenance agreements applicable thereto.

MED TRONIC 24HOUR HEART MONITOR SCANNER SERIAL #733REVP-AC-4, RECORDERS SERIAL #MEZCI-J, SERIAL #MEZCC-J, SERIAL #MMDZMD-J

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor _____

3. Products of the collateral are also specifically covered

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
Scanners Associates <i>[Signature]</i> (Seal)	<i>[Signature]</i> (Seal)
(Seal)	Sang Doh, M.D., Partner
<i>[Signature]</i> (Seal)	<i>[Signature]</i> (Seal)
Chackumkal V. Cyriac, M.D., Partner	Glenn Roberts, M.D., Partner
<i>[Signature]</i> (Seal)	<i>[Signature]</i> (Seal)
Surya P. (Printed Name), M.D., Partner	Charles Wu, M.D., Partner

Mailed to Secured Party

BS-0850A-8406

FILED

1985 AUG 29 PH 1:03 99033

mlc 16.00
196.00
50

258203

LIBER - 489 PAGE 102

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

REORDER FROM
Registre, Inc.
5284 TAYLOR ST. N.E.
MPLS., MINN. 55421
(612) 571-2803

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) WESTBERG, MICHAEL S. 2151 DEFENSE HIGHWAY CROFTON, MD. 21114	2. Secured Party(ies) and address(es) CPT CORPORATION 8100 Mitchell Road P.O. Box 295 Minneapolis, MN 55440	Far Filing Officer (Date, Time, Number, and Filing Office)
--	---	--

4. This financing statement covers the following types (or items) of property:

1 8100 W. P. CONSOLE
1 RIB PRINTER

5. Assignee(s) of Secured Party and Address(es)

TRICONTINENTAL LEASING CORP.
RTE 17 SO. 2 CENTURY RD
PARAMUS, N.J. 07653

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

WESTBERG, MICHAEL S.
By: Michael S. Westberg
Signature(s) of Debtor(s)

CPT CORPORATION
By: Paul S. Silph
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11.00

99040

FILED

Mailed to Assignee

1985 AUG 29 PM 1:03

mlg

AACTY

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

LIBER - 489 PAGE 103

MARYLAND TERMINATION STATEMENT

Date August 16, 19685

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) name(s) and address: James and Jackie Stover
8233 Sherbrooke Ct
Millersville, MD 21108

2. Secured Party and address (Type complete corporate name): ITT Financial
7966 Crain Hwy
Glen Burnie, MD 21061

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:

Liber 430 Page 228

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

Mailed to Secured Party

ITT Financial Services
(TYPE COMPLETE CORPORATE NAME)

By: [Signature]
Bernard Brown Assistant Mgr MANAGER

(Type signature below name)

AR 8/64

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

FILED
1985 AUG 29 PM 1:03

99041

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM 1

52320

INSTRUCTIONS

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- When filing is to be with more than one office, Form UCC-2 may be placed over this set to avoid double typing.
- If the space provided for any Item(s) on the form is inadequate the Item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.
- If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and Address(es) Stephen Jones Enterprises, Inc 752 Stenchcombe Road Severna park, Md. 21146	2 Secured Party(ies) and Address(es) Washington Freightliner, Inc 4100 41st Street Brentwood, Md. 20722	For Filing Officer (Date, Time, Number, and Filing Office)
--	--	--

4 This financing statement covers the following types (or items) of property:

1985 Freightliner FLC12064S Ser.# 1FVXYSY94FH268571
1985 R/S 14' Dump Body Ser.# 85040552

1985 Freightliner FLC12064S Ser.# 1FVXYSY96FH268572
1985 R/S 14' Dump Body Ser.# 85040553

5 Assignee(s) of Secured Party and Address(es)
Associates Comm. Corp
P.O. Box A
College Park, Md. 20740

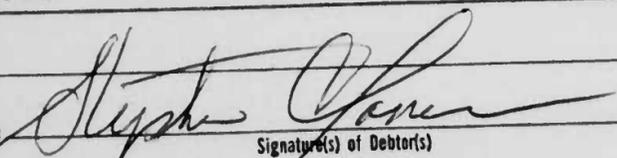
DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.

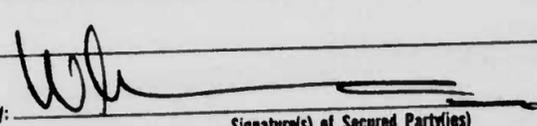
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

By: 
Signature(s) of Debtor(s)
Filing Officer Copy-Alphabetical
1313534

By: 
Signature(s) of Secured Party(ies)
603469 Rev. 12-80
12:05
12:50

Mailed to Assignee

99043

FILED

1985 AUG 29 PM 1:05



UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1

12-3

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. When filing is to be with more than one office, Form UCC-2 may be placed over this set to avoid double typing.
4. If the space provided for any Item(s) on the form is inadequate the Item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
7. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) David Michael Palmer 8033 Clark Station Road Odenton, Maryland 21113	2 Secured Party(ies) and Address(es) Associates Commercial Corporation 9602A George Palmer Highway Lanham, Maryland 20706	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property: 1979 Utility Refrigerated trailer, Model 42'6" X 13'6", Serial Number 7U93102003 W/Thermo King Refrigeration unit, Model NWD30, Serial Number 0598101293 DOCUMENT NOT SUBJECT TO RECORDATION TAX - SECURITY AGREEMENT SIGNED BY DEBTOR.		5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

David Michael Palmer
 By: *David Michael Palmer*
 Signature(s) of Debtor(s)

Associates Commercial Corporation
 By: *[Signature]*
 Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical

603469 Rev. 12-80
12:50

99043

Mailed to Secured Party

FILED

1985 AUG 29 PM 1:05

mlf

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

August 14, 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 238818
LIBER 489 PAPER 558
Debtor or Debtors (name and Address):

in Office of *Barrimore*
(Filing Officer) *Anne Arundel Co Md*
(County and State)
Edward F. Kozak
Harold E. Kozak
123 Middlebrook Rd. 21041
Ben Burrell

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Secured Party

HOUSEHOLD FINANCE CORPORATION
AND SUBSIDIARY COMPANIES
7632 RITCHIE HWY.
ELLEN BUCKALE, MD. 21061

By *[Signature]*
Its Branch Office Manager
Mail to _____



FILED

1985 AUG 29 PM 1:05

11485-0

99047

10.00
50

11/30/82
9/6/83
1/4/85
4/3/85
7/24/85

LIBER - 489 PAGE 107

258211

TO BE
 NOT TO BE } RECORDED IN LAND RECORDS
 SUBJECT TO
 NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s): Larry W. Long, Steven D. Long Larry D. Long, jointly and severally
11 Westbury Road, Balto., MD 21093
Address—Street No., City - County State Zip Code
Name or Names—Print or Type
Address—Street No., City - County State Zip Code
2. Secured Party: Arundel Property Investors Limited Partnership
Name or Names—Print or Type Commercentre East B, Suite 270
1777 Reisterstown Rd. Baltimore Maryland 21208
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All inventory, fixtures and equipment in Store # Jumpers Mall, Anne Arundel County, Maryland also known as Jumpers Mall, Ritchie Highway, Pasadena, Maryland 21122.

4. If above described personal property is to be affixed to real property, describe real property. Some of the above described personal property may be affixed to the above described store which is part of the real property shown on a plat entitled "Second Revision of Jumpers - the Mall & More" recorded in the land records of Anne Arundel County, Maryland at 3776/72-1.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S):
Larry W. Long
X *Larry W. Long* (Signature of Debtor)
Steven D. Long
X *Steven D. Long* Type or Print
Larry D. Long
X *Larry D. Long* (Signature of Debtor)
Type or Print

SECURED PARTY:
ARUNDEL PROPERTY INVESTORS LIMITED PARTNERSHIP (LANDLORD)
BY: CHURCHVILLE EQUITIES LIMITED PARTNERSHIP (ITS GENERAL PARTNER)
(Company, if applicable)
Robert E. Stankiewicz
(Signature of Secured Party)
By: Robert E. Stankiewicz, General Partner
Type or Print

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
TSC MANAGEMENT COMPANY, INC. - Commercentre East B, Suite 270
1777 Reisterstown Rd.
Mail to Baltimore, MD 21208

FILED
1985 AUG 29 PM 1:05

99049

mlc 14.00

LIBER - 489 PAGE 108

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Nichols, Edward J. & Patricia F. 10355 Watkins Mill Dr. Gaithersburg, Md. 20879 69-025-8810-1		2. Secured Party(ies) and address(es) Midlantic National Bank 2 Broad St. Bloomfield, N.J. 07003	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>Book 478 Pg. 115</u> Filed with <u>Anne Arundel Cnty.</u> Date Filed <u>9/25/84</u> 19 <u>84</u>			
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.			
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.			
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.			
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.			
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.			
10.			

No. of additional Sheets presented: _____

By: Edward J. Nichols Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: A. Keeler Signature(s) of Secured Party(ies) **ASST. V.P.**

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3 11.00
11.50

99052

Mailed to Secured Party

FILED
1985 AUG 29 PM 1:05



STATE OF MARYLAND

LIBER - 489 PAGE 109

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256403

RECORDED IN LIBER 484 FOLIO 482 ON 4-26-85 (DATE)

1. DEBTOR

Name Captain's Walk - Windgate Partners; Oxford Development Corp.

Address 988 Spa Road; Annapolis, MD 21403

2. SECURED PARTY

Name Pittsburgh National Leasing Corp.

Address Fifth Avenue & Wood Street

Pittsburgh, PA 15222

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>
<p>Assignment - U.S. Steel Credit Corporation 600 Grant Street Pittsburgh, PA 15219</p> <p>Schedule #55</p>	<p>Amendment - Index in land records: Windgate Partners, record owner of real estate.</p> <p>Filed with Recorder of Deeds - Anne Arundel</p>

CHECK FORM OF STATEMENT

CR CLERK

1985 AUG 29 PM 1:05

FILED

G.L. CLERK

Mailed to Secured Party

PITTSBRUGH NATIONAL LEASING CORP.

Dated 7-11-85

John W Cost
(Signature of Secured Party)
John W Cost
Type or Print Above Name on Above Line

99057

14.00
14.50

STATE OF MARYLAND

LIBER - 489 PAGE 110

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 10932

RECORDED IN LIBER 485 FOLIO 117 ON April 30, 1985 (DATE)

1. DEBTOR

Name Oxford Development Corporation - Captain's Walk
Address 988 Spa Road; Annapolis, MD 21403

2. SECURED PARTY

Name Pittsburgh National Leasing Corporation
Address Fifth Avenue & Wood Street
Pittsburgh, PA 15222

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes assignment details for U.S. Steel Credit Corporation and filing information for Anne Arundel County, MD.

CHECK FORM OF STATEMENT

FILED 1985 AUG 29 PM 1:05

Mailed to Secured Party

PITTSBURGH NATIONAL LEASING CORPORATION

Dated 7-11-85

Signature of John W Cost, (Signature of Secured Party)

99057

Type or Print Above Name on Above Line

11.00

STATE OF MARYLAND

LIBER - 489 PAGE 111

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 10933

RECORDED IN LIBER 485 FOLIO 125 ON April 30, 1985 (DATE)

1. DEBTOR

Name Oxford Development Corporation - Stonecreek Club
Address 12840 Lockburry Circle; Germantown, MD 20874

2. SECURED PARTY

Name Pittsburgh National Leasing Corporation
Address Fifth Avenue & Wood Street
Pittsburgh, PA 15222

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes assignment details for U.S. Steel Credit Corporation.

FILED stamp

FILED stamp

1985 AUG 29 PM 1:05 stamp

Mailed to Secured Party

FILED stamp

PITTSBURGH NATIONAL LEASING CORPORATION

Dated 7-11-85

Signature of John W Cost

Type or Print Above Name on Above Line

11.00

99057

MARYLAND FINANCING STATEMENT

258212

11-
aa.

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike Inapplicable phrase).

For Filing Officer

File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Barber's Inc.
(Name or Names)
P.O. Box 510 Damascus, Md. 20872
(Address)
- DEBTOR: _____
(Name or Names)

(Address)
2. SECURED PARTY: Seaboard Leasing Corporation
(Name or Names)
P.O. Box 570 Jessup, Md. 20794
(Address)
3. ASSIGNEE (if any)
of SECURED PARTY: FIRST EASTERN LEASING CORPORATION
(Name or Names)
30 E. Padonia Road, Timonium, MD 21093
(Address)

4. This Financing Statement covers the following types (or items) of property:

- 1-Allen Engine Analyzer #62-200
- A4M-90251/A4L-85213

Mailed to Assignee

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

FILED

1985 AUG 29 PM 1:06

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
Barber's Inc.
By: [Signature] (Title)
Gary Barber
(Type or print name of person signing)

FIRST EASTERN LEASING CORPORATION
By: [Signature] V.P. (Title)
Louise E. Neutze
(Type or print name of person signing)

SECURED PARTY:
Seaboard Leasing Corporation
By: [Signature]
Eric F. Neustadt
(Type or print name of person signing)

Return To: FIRST EASTERN LEASING CORP.
30 E. PADONIA ROAD
TIMONIUM, MD 21093

99060

11.00
mlc

258213

LIBER - 489 PAGE 113
STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name H & W Utilities, Inc.
Address 4429 Mountain Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name Jim Uhler Equipment Sales
Address Rt. 91 & 140, Finksburg, Maryland 21048

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Maryland 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
Assignee of the Secured Party:

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

H & W Utilities, Inc.

Denton Wolford
(Signature of Debtor)

Denton Wolford, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jim Uhler Equipment Sales

James Uhler
(Signature of Secured Party)

James Uhler, President

Type or Print Above Signature on Above Line

Mailed to Assignee

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

FILED

1985 AUG 29 PM 1:06

99061

17.00
.50

mlg

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated August 16, 1985

between Jim Uhler Equipment Sales, as Seller/Lessor/Mortgagee and H & W Utilities, Inc., 4429 Mountain Road, Pasadena, Maryland 21122 (Address)

(Name) as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 6,895.08 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 16th day of August, 19 85

Jim Uhler Equipment Sales (Seller/Lessor/Mortgagee) (SEAL) By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE LIBER - 489 PAGE 115

TO: Jim Uhler Equipment Sales ("Seller") FROM: H & W Utilities, Inc. ("Buyer")
Rt. 91 & 140, Finksburg, MD 21048 (Address of Seller) 4429 Mountain Road, Pasadena, MD 21122 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Items. Includes items like CASH SALE PRICE, DOWN PAYMENT in Cash, UNPAID BALANCE, etc.

Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 4429 Mountain Road, Pasadena, Anne Arundel, Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Six thousand eight hundred ninety five and 08/100***** Dollars (\$ 6,895.08)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 16th day of September, 1985, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 191.53 and the final installment being in the amount of \$ 191.53

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: August 16, 1985
Accepted: Jim Uhler Equipment Sales (SEAL)
By: H & W Utilities, Inc. (SEAL)
By: [Signature] (SEAL)
By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

INITIALS
HERE

INITIALS
HERE

INITIALS
HERE

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem it in its interest, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) immediately deliver possession of the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of over- due payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver of a future occasion. As part of the consideration for Seller's entering into this contract, Buyer and any guarantor signing below hereby designate and appoint Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York or either of them, as their true and lawful attorney-in-fact and agent for them and in their name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property, but without invalidating the remaining provisions hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify them at their address shown herein, or their last address known to Seller, by certified mail, within three days of such service having been effected, and Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Seller
 By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")
 _____ (Witness)

LIBER - 489 PAGE 116

Mailed to Assignee

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Linda Martin Viola Lawson	Parkway Village MHP 60 S. Bruce St. Laurel, Md. 20707 <i>AACO</i>

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE (Assignee) Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
1 new 1985 Commodore 60 x 14 serial 21714A
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor	Secured Party
<i>x Linda Virginia Martin</i> Linda Virginia Martin	THE SAVINGS BANK OF BALTIMORE
<i>v Viola L. Lawson</i> Viola L. Lawson	BY <i>Deanna S. Cloud</i>

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and J&M Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

Mailed to Assignee

FILED
1985 AUG 30 PM 2:27

99072

12:00
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mlj

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
<i>John + Judy Louis</i>	<i>Lot 136 Chesapeake Court Hanover, Md. 21076</i>
	<i>AA Co</i>

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE (Assignee)	Address: BALTIMORE AND CHARLES STREETS BALTIMORE, MARYLAND 21203
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1. This financing Statement covers the following types (or items) of property (the collateral).

1986 Liberty 70 x 14 Serial #56466 Model-Leader

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

x John Joseph Louis
John Joseph Louis

THE SAVINGS BANK OF BALTIMORE

x Judy A. Louis
Judy A. Louis

BY *Deanna S. Cloud*

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

Mailed to Assignee

FILED

1985 AUG 30 PM 2:27

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FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Louis V. Prezzi
Catherine A. Prezzi

7959 Telegraph Road #67
Severn, Maryland 21144

AAC

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).

1985 Holly Park "Overland Park" 14 X 70, 2BD FKDBL ON/CATH LR & KT, Mobile Home, Beige/Camel, Serial # 01 OP 11930

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Louis V. Prezzi

Louis V. Prezzi

Catherine A. Prezzi

Catherine A. Prezzi

THE SAVINGS BANK OF BALTIMORE

BY Deanna S. Claude

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, INC., which has been assigned to The Savings Bank of Baltimore.

PCS 0847

Mailed to Assignee

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FILED

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FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Richard M. King

1788 Severn Chapel Road
Millersville, Maryland 21108

AA Co

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).

1986 Liberty Homes, Leader Mobile Home, B47029, 14 X 70 Brown, Serial # 08-L-56328

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

X Richard M King
RICHARD M. KING

THE SAVINGS BANK OF BALTIMORE

BY Deanna S. Lamb

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, which has been assigned to The Savings Bank of Baltimore.

PCS 0847

Mailed to Assignee

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FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Helen D. Graff

7959 Telegraph Road #156A
Severn, Maryland 21144

APC

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
1985 Imperial Homes, Regal, Mobile Home, 76 X 14, Birch
IH85903
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Helen Davis Graff

Secured Party

THE SAVINGS BANK OF BALTIMORE

BY Jeanne A. Houch

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, which has been assigned to The Savings Bank of Baltimore.

PCS 0847

Mailed to Assignee

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Not Subject to Recordation Tax

Name of Debtor
Robert G. St. Clair Sr.

Mailing Address
#299 Boone's Mobile Estates
1091 Marlborough Road
Lothian, Maryland 20711

AA Co

SECURED PARTY

↓
THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing statement covers the following types (or items) of property (the collateral).
1982 Schult, Chateau, Serial #E178579
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Robert G. St. Clair Sr
ROBERT G. ST. CLAIR, SR.

Secured Party

THE BANK OF BALTIMORE

BY *Deanna S. Housh*

Note: The Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and _____
Boone's Mobile Estates _____, which has been assigned to The Bank of Baltimore.

PCS 0847

Mailed to Assignee

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1985 AUG 30 PM 2:28

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No: _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

DEBTOR: Cintronix, Inc.

Type Address of Debtor: 913 Commerce Road

Annapolis, MD 21401

Filing officer may deliver or mail this Financing Statement after Recording to:

Secured Party: WESTINGHOUSE CREDIT CORPORATION
2000 Oxford Dr., Suite 200A
Bethel Park, PA 15102

Description of collateral covered by original financing statement.
This financing statement covers the following types (or items) of property:

All of the Debtor's inventory, equipment, accounts, contract rights (including but not limited to any purchase and rental agreements), chattel paper, documents and general intangibles, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, substitutions, replacements, parts, additions and accessions, thereto and thereof, and all proceeds (including but not limited to cash, instruments, chattel paper, general intangibles and accounts) and products thereof.

Check if covered: Proceeds of Collateral are also covered

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Mailed to Secured Party

The underlying secured transaction or transactions being publicized by this Financing Statement are not wholly or partially subject to the recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland, 1962 suppl., as amended.

DEBTOR

Cintronix, Inc.
CINTRONIX, INC.
(TYPE TRADE NAME OF DEBTOR)

✓ (L. S.) Herbert H. Derian

Herbert H. Derian--Vice President
(TYPE NAME AND TITLE)

IFS 1A (Maryland)
WC 266 (1/84)

SECURED PARTY

WESTINGHOUSE CREDIT CORPORATION
By: Thomas E. McCabe

Thomas E. McCabe
Assistant Regional Credit Manager
(TYPE NAME AND TITLE)

99073

mlg 11.00

FINANCING STATEMENT FORM UC 3-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 3/9/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GARCIA: Pedro and Sonia E.
Address 1103 Metfield Road, Towson, MD 21204

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

- 1985 42' Chris Craft Fiberglass Hull # CCNYB149D585
- 1985 340 HP Twin Mercruiser Gas Engines #S-OA344993, P-OA917916

First Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Pedro Garcia
(Signature of Debtor)

Pedro Garcia
Type or Print Above Name on Above Line

Sonia E. Garcia
(Signature of Debtor)

Sonia E. Garcia
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Mailed to Assignee

FILED
1985 AUG 30 PM 2:28

99076

Anne Arendel
8-19-85
pull 12.00
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FINANCING STATEMENT FORM UC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 8/12/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KING: A. Lloyd
Address F-5 Woodmont North, Downingtown, PA 19335

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

- 1985 21' Wellcraft Scarab Fiberglass Hull # WELR3498F585
1985 260 HP Mercruiser Gas Engine # OA485956

First Assignee:
First Jersey National
Bank/South
South Carolina & Atlantic
Avenues
Atlantic City, NJ 08401

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)
A. Lloyd King
Type or Print Above Name on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
AGENT
First Commercial Corporation
Type or Print Above Signature on Above Line

Mailed to Assignee

FILED
1985 AUG 30 PM 2:28

99077

11.00
.50
Anne Arnold
8-19-85

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: M.Z.M. Environmental, Inc.
(Name or Names—Last Name First)
P.O. Box 148
(Address)

2. SECURED PARTY: The Bank of Glen Burnie
(Name or Names)
P.O. Drawer 70 Glen Burnie, Maryland 21061
(Address)

3. ASSIGNEE OF SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

4. This Financing Statement covers the following types (or items) of property:

*1985 Shales Fork Lift, Model No. CY80B, Serial No. CY80-33569,
Stock No. 151 (Clark)*

5. Proceeds of collateral are covered hereunder: YES NO Mailed to Secured Party
6. Products of collateral are covered hereunder: YES NO
7. This transaction is exempt from the Recordation Tax.

8. Filed with: Clerk of Circuit Court of Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 21st day of August, 1985

DEBTOR:
M.Z.M. Environmental, Inc.

SECURED PARTY:
The Bank of Glen Burnie

By: *[Signature]* President
(Title)

By: *[Signature]* (Title)

[Signature] sec/Treas.

Vice President

FOR FILING OFFICER USE
File No. _____ Date and Hour of Filing _____
Record Reference _____

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1985 AUG 30 PM 2:28

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FINANCING STATEMENT

1. To Be Recorded in the Land Records at _____
2. To Be Recorded among the Financing Statement Records at the Clerk of Circuit Court for Anne Arundel
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 190,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Boonie International, Inc. Address(es) 6914 Ritchie Highway
Glen Burnie, Maryland 21061

6. Secured Party Maryland National Bank Address 8400 Baltimore Blvd.
College Park, Md. 20740
 Attention: Mary Kaye *JHG*

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Boonie International, Inc.
Judy D. Leishman (Pres) (Seal)
Judy D. Leishman, Pres.
 _____ (Seal)

Susan Dougherty (Sec) (Seal)
Susan Dougherty, Sec.
 _____ (Seal)

Secured Party
 Maryland National Bank
Jeffrey H. Gott (Seal)
Jeffrey H. Gott, Assistant Vice Pres.
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Mailed to Secured Party

FILED
 1985 AUG 30 PM 2:29 99080

11 00
 1330 00
 .50
rdg

BOOPIE INTERNATIONAL
Schedule A

SANDWICH UNIT - MFG RANDELL
FRENCH FRY FREEZER
STEAK REFRIGERATOR
REFRIGERATOR PIZZA TABLE
DOUGH SHEETER
POT SINK
FOOD WARMER
HEAT LAMP
GRILL-VULCAN
MIXER
FRYER
CHEESEMELTER
CONVEYER BUN WARMER
WALK IN REFRIGERATOR/FREEZER
ICE MACHINE
PIZZA OVEN
WORK TABLES
SLICER

Mailed to Secured Party

STATE OF MARYLAND

LIBER - 489 PAGE 129

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~00465-0345~~ XXXXXXXXX
File No. 481-346 255189

RECORDED IN LIBER _____ FOLIO _____ ON Jan. 11, 1985 (DATE)
11:06

1. DEBTOR

Name Advantage Cablevision, Inc
Address 1828 L St. N.W. Washington, D.C. 20036

2. SECURED PARTY

Name The Palmer National Bank
Address 1667 K St. N.W. Washington, D.C. 20006

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>All of Debtor's property, plant, and equipment, and accounts receivables, more fully described on Exhibit A attached.</p>	



FILED
1985 AUG 30 PM 2:29

Dated 8/8/85

Deborah B. Nolan
(Signature of Secured Party)

Deborah B. Nolan Vice President
Type or Print Above Name on Above Line

99084

11:06

Exhibit "A"

1. All of Debtor's goods and equipment used or bought for use in Debtor's business, now owned or hereafter acquired by Debtor, including substitutions and replacements, wherever located or in transit. Specifically, a receive only satellite earth station, together with head-end transmission gear: CATV lines and cable; and, cable television converters installed in Debtor's customers' homes located in Elizabeth's Landing subdivision of the Town of Pasadena, County of Ann Arundel, State of Maryland.
2. All of Debtor's accounts, contract rights, chattel paper, negotiable and non-negotiable instruments and agreements, and general intangibles evidencing and/or securing any monetary obligation (hereinafter called "Receivables"), presently existing and hereafter arising, the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Receivables, including returned and repossessed items, and the proceeds thereof.

Mailed to Secured Party

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 58,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the Initial debt has been paid to:

258228

Anne Arundel County

5. Debtor(s) Name(s) Address(es)

Vincenti's Incorporated
t/a Guiseppi's Pizza 178 Annapolis Mall
Annapolis, Maryland 21401

6. Secured Party Address

First Federal Savings & Loan Association of Annapolis 2024 West Street
Annapolis, Maryland

Attention: C.A.P. Commercial Loan Clerk
(Type name & Title)

FILED
1985 AUG 30 PM 2:29

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

XIXA. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

XXV. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
Vincenti's Incorporated
r/a Guiseppi's Pizza (Seal)

By: Perry Campanari (Seal)
Perry Campanari, President (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

2-2820 (3/85)

Mailed to Secured Party

99085

11.00
406.50

FINANCING STATEMENT

258220

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an Initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) Address(es)
 Richard Mossman 1704 Leisure La.
 Glen Burnie, Md. 21061

Mailed to Secured Party

6. Secured Party Address
 First Federal Savings & Loan Association of Annapolis
 Attention: Annette Kelly, Consumer Loan 2024 West Street
 (Type name & Title) Annapolis, Maryland 21401

FILED
1985 AUG 30 PM 2:29

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general Intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors

Richard W. Mossman (Seal) _____ (Seal)
 Richard Mossman (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

99086

11:00
50



**FIRST FEDERAL SAVINGS
& Loan Association of Annapolis**

ANNAPOLIS AREA 266-6100 / BALTIMORE AREA 841-6700 / WASHINGTON AREA 261-8800

SCHEDULE A

Debtor's Name: Richard W. Mossman

Address: 1704 Leisure Ln.
Glen Burnie, Md. 21061

Secured Party: FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS

One (1) TVRO SATELLITE SYSTEM:
DX DSB 700 Receiver with
DX DSB 400 Actuator with
8½ Ft. Raydx Mesh Antenna and Mount

Mailed to Secured Party

FINANCING STATEMENT LIBER - 489 PAGE 134

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to: _____

258230

5. Debtor(s) Name(s) Address(es)
 Charles G. Smith Box 448 Revell Highway
 Annapolis, Maryland 21401

6. Secured Party Address
 First Federal Savings & Loan Association of Annapolis
 Attention: Christal Messett, Commercial Loan Dept. 2024 West Street
 (Type name & Title) Annapolis, Maryland 21401

FILED
1985 AUG 30 PM 2:29

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

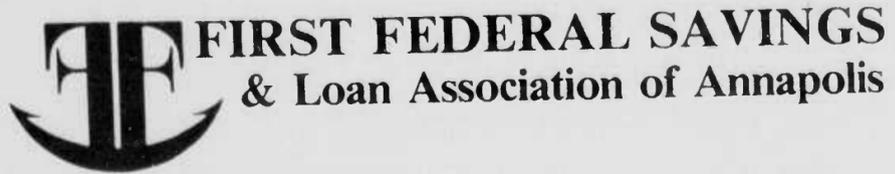
8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
Charles G. Smith (Seal) _____ (Seal)
 Charles G. Smith (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

99086 *mlcf* 11.00 .50



ANNAPOLIS AREA 266-6100 / BALTIMORE AREA 841-6700 / WASHINGTON AREA 261-8800

" Scheduel A "

Debtor's Name: Charles G. Smith

Address: Box 448 Revell Highway
Annapolis, Maryland 21401

Secured Party: FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS
2024 West Street, Annapolis Maryland 21401

One (1) TVRO SATELLITE SYSTEM:

Receiver 2 DX-DSB-700
Actuator DX-400
Antenna and Mount Standard Polar Mount 10' Mesh
(Amplifier to boost signal to secondary unit)

Mailed to Secured Party

FINANCING STATEMENT

LIBER - 489 PAGE 136

- 1. To be recorded in the Land Records.
- 2 To be recorded among the Financing Statement Records.
- 3 Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

258231

5. Debtor(s) Name(s) Address(es)

Robert M. Rawes 2490 Bell Branch Rd.
Gambrills, Maryland 21054

6. Secured Party Address

First Federal Savings & Loan Association of Annapolis

Attention: Christal Messett, Commercial Loan Dept. 2024 West Street
(Type name & Title) Annapolis, Maryland

FILED
1985 AUG 30 PM 2:29

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Robert M. Rawes

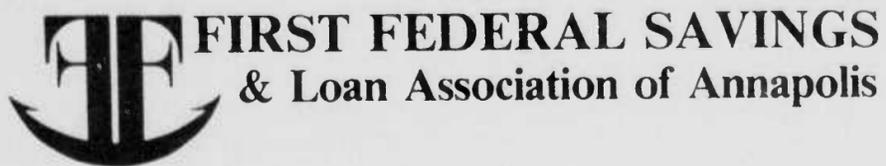
Robert M Rawes (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

2-2820 (3/85)

99086 *msf* 11:00 .50



ANNAPOLIS AREA 266-6100 / BALTIMORE AREA 841-6700 / WASHINGTON AREA 261-8800

" SCHEDULE A "

Debtor's Name: Robert M. Rawes

Address: 2490 Bell Branch Rd.
Gambrills, Maryland 21054

Secured Party: FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS
2024 West Street
Annapolis, Maryland 21401

One (1) TVRO SATELLITE SYSTEM:

Receiver Uniden UST 5000
Actuator Uniden UST 710
Antenna and Mount 10½ Ft. Mesh

Mailed to Secured Party

LIBER - 489 PAGE 138
FINANCING STATEMENT

258232

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) Address(es)
 Larry D. Hagwood 886 Maple Tree Rd.
 Severn, MD 21144

6. Secured Party Address
 First Federal Savings & Loan Association of Annapolis
 Attention: Christal Messett, Commercial Loan Dept. 2024 West Street
 (Type name & Title) Annapolis, MD 21401

FILED
1985 AUG 30 PM 2:29

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
Larry D. Hagwood (Seal) _____ (Seal)
 Larry D. Hagwood (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.
2-2820 (3/85)

99086 *mlg* 11:00 .50



**FIRST FEDERAL SAVINGS
& Loan Association of Annapolis**

ANNAPOLIS AREA 266-6100 / BALTIMORE AREA 841-6700 / WASHINGTON AREA 261-8800

"SCHEDULE A"

Debtor's Name: Larry D. Hagwood

Address: 886 Maple Tree Rd.
Severn, MD 21144

SECURED PARTY: FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS
2024 West Street
Annapolis, MD 21401

One (1) TVRO Satellite System:

Receiver: Uniden UST 6000
Actuator: Uniden UST 730
Antenna and Mount (Dish): 10FT Mesh w/Polar Mount

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association of Baltimore
Address 4102-08 Frederick Avenue
Baltimore, MD 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated August 1, 1985 between Assignor as Lessor and LEASE ACCOUNT #NR1043 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated August 8/85 between Assignor and Assignee:

- 1 (One) Bidmaster 5 Estimating Computer System S/N 194387
- 4 (Four) Estimating II Terminals S/N's T24842; 26865; 26860; 26228
- 4 (Four) Overlay Keyboards S/N's 4757B; 4854B; 4851B; 4828B
- 4 (Four) Okidata 82 A Printers S/N's 554209; 554703; 550998; 554204

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE

William J. Ottey, V.P.
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Name on Above Line

FILED WITH ANNE ARUNDEL COUNTY

Mailed to Secured Party

FILED

1985 AUG 30 PM 2:30

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Anne Arundel

LIBER - 489 PAGE 141

258231

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NA

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Howard Thieme
Address 5415 Brooks Wood Rd., Lothian, MD 20711

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 4949, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One John Deere 2950 Tractor, Serial # L02950T548278

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Howard Thieme
(Signature of Debtor)

Howard Thieme
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Robert P. Murphy
(Signature of Secured Party)

ROBERT P. MURPHY, ADMINISTRATOR
Type or Print Above Signature on Above Line

Mailed to Secured Party

99092

FILED

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND 1985 AUG 30 PM 2:30

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A.A.C.

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LIBER - 489 PAGE 142

TO BE

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ON PRINCIPAL
AMOUNT OF

FINANCING STATEMENT

Original Philadelphia Style III, Inc.

1. Debtor(s):

Name or Names—Print or Type

496 Ritchie Highway Severna Park, MD 21146
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Harbor Leasing Associates

Name or Names—Print or Type

701 Cathedral Street, Baltimore, MD 21201
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). 38-Furniture imports chairs #201, 6- table tops #4830 by 3way cabinet, 5-table tops #3024 by 3way cabinet, 12-KD table bases, 1-revolving display case #100SC, 1-Range #36L-77R, 2-T & S glass fillers #2312, 2-T & S #2322 s/s drain troughs.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Nickolaos Mamalis
(Signature of Debtor)

Nickolaos Mamalis
Type or Print

(Signature of Debtor)

Type or Print

Harbor Leasing Associates
(Company, if applicable)

Mark M. Caplan
(Signature of Secured Party)

Mark M. Caplan, partner
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address _____
Lucas Rec. Form F-1

Mail to HARBOR LEASING ASSOC.
701 Cathedral Street
Baltimore, Maryland 21201

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A.A. Co.

TO BE } RECORDED IN
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SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
 AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

Soda Pop Shop
 Name or Names—Print or Type
 401 Grove Ridge Court, Linthicum, MD 21090
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC.
 Name or Names—Print or Type 701 Cathedral Street
 Baltimore, Maryland 21201
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Walkin box #OW362G, Deli Cases 2-8', #8531411-8 & #8531412-8, 1-compressor with fan, glass doors

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

Brian Ford
 (Signature of Debtor)

Brian Ford
 Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Harbor Leasing Associates
 (Company, if applicable)

[Signature]
 (Signature of Secured Party)

Mark M. Caplan, partner
 Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address *y* HARBOR LEASING ASSOC.
 Lucas Bros. Form F-1 701 Cathedral Street
 Baltimore, Maryland 21201

Mail to _____

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Return to: AVCO Financial Services
P.O. Box 150
Chestertown, Md 21620

LIBER - 489 PAGE 144

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: 7164 E Purpess Br Rd
CITY & STATE: Glen Burnie, Md. 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	Marcus C Bramble and Dorothy	DATE OF THIS FINANCING STATEMENT	11-19-80
	113 Forestdale Ave Glen Burnie, Md. 21061	ACCOUNT NO.	TAB

Filed with: Clerk of Circuit Crt Anne Arundel Co Annapolis, Md

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL

Together with all Tires, Batteries, Radios, Heaters, Equipment and Accessories now or hereafter attached thereto;
(b) If checked at left, all household goods, furniture, appliances, and consumer goods of every kind and description owned at the time of the loan secured hereby, or at the time of any refinance or renewal thereof, or cash advanced under the loan agreement secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)



FILED
1985 AUG 30 PM 2:31

Mailed to Secured Party

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Marcus C Bramble Dated: August 29 85
TITLE Administrative Assistant

ACKNOWLEDGMENT COPY: Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

19-1209 (REV. 3-75)

Liber 431 page 424
No. 235521
99094

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

Maturity Date 3. (optional):

1. Debtor(s) (Last Name First and Address(es):

Chartwell Country Club
St. Ives Drive
Severna Park, Md. 21146

2. Secured Party(ies): Name(s) and Address(es):

Royce Distributors, Inc.
10302 Southard Drive
Beltsville, Md. 20705

4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:

All Melex Golf Cars and Parts thereof, and all of Debtor's inventory of like kinds or types whenever acquired, by way of replacement, substitution, addition, or otherwise, and all additions and accessions thereto, and all proceeds of their sale or other.

6. Assignee(s) of Secured Party and Address(es)

Melex, U.S.A.
1200 Front St. Suite 101
Raleigh, N.C. 27609

7. The described crops are growing or to be grown on: *
 The described goods are or are to be affixed to: *
(Describe Real Estate Below).

8. Describe Real Estate Here:

SN 168290 SN 168299 SN 168304 SN 168309
SN 168294 SN 168300 SN 168306 SN 168310
SN 168295 SN 168301 SN 168307 SN 168315
SN 168298 SN 168302 SN 168308

9. Name(s) of Record Owner(s):

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- already subject to a security interest in another jurisdiction when it was brought into this state, or
- which is proceeds of the original collateral described above in which a security interest was perfected.

[Signature]
By Chartwell Country Club
Signature(s) of Debtor(s)

Lewis H Swaiterout
By Royce Distributors, Inc.
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - NUMERICAL

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Mailed to Assignee

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ON PRINCIPAL
AMOUNT OF
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FINANCING STATEMENT

1. Debtor(s):

Andrew J. BANKOWSKI
Name or Names—Print or Type
766 2207 St Pasadena 21122
Address—Street No., City - County State Zip Code

Janet P. BANKOWSKI
Name or Names—Print or Type
766 2207 St Pasadena
Address—Street No., City - County State Zip Code

2. Secured Party:

Sears Roebuck & Co
Name or Names—Print or Type
6600 Ritchie Hwy 65
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

W/W CARPET & VINYL CARPET 50253

4. If above described personal property is to be affixed to real property, describe real property.

766 2207 St PASADENA MD 21122

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Andrew J. Bankowski
(Signature of Debtor)

ANDREW J. BANKOWSKI
Type or Print

Janet P. Bankowski
(Signature of Debtor)

JANET P. BANKOWSKI
Type or Print

Sears, Roebuck and Company
(Company, if applicable)

[Signature]
(Signature of Secured Party)

J. D. Althouse Credit Central Oper. Mgr.
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: 6901 Security Blvd., Baltimore, Maryland 21207
Name and Address

Mail to _____

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FINANCING STATEMENT

JAMES A. GAGLIONE
Name or Names—Print or Type
26 KEMPTON RD GLEN BURNIE, AA, MD 21061
Address—Street No., City - County State Zip Code

1. Debtor(s):
CAROLYN L. GAGLIONE
Name or Names—Print or Type
26 KEMPTON RD GLEN BURNIE, AA, MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party:
SEARS, ROEBUCK & CO
Name or Names—Print or Type
6650 RITCHIE HWY GLEN BURNIE, AA, MD 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
INSTALLED 18,000 BTU CENTRAL AIR CONDITIONING AND 75,000 BTU POWER Miser FURNACE

4. If above described personal property is to be affixed to real property, describe real property.
**SINGLE FAMILY DWELLING
26 Kempton Rd. Glen Burnie, Md 21061**

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

[Signature]
(Signature of Debtor)
JAMES A. GAGLIONE **SEARS, ROEBUCK & CO**
Type or Print (Company, if applicable)
[Signature] *[Signature]*
(Signature of Debtor) (Signature of Secured Party)
CAROLYN L. GAGLIONE **J. D. Althouse—Credit Central Oper. Mgr.**
Type or Print (Include title if Company)



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MAIL TO: TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Name and Address **6901 Security Blvd., Baltimore, Maryland 21207**

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FINANCING STATEMENT

1. Debtor(s):

WARREN Hall
Name or Names—Print or Type
8427 Brock Bridge Rd Laurel A.A. Co Md 20707
Address—Street No., City - County State Zip Code

Dorothy Hall
Name or Names—Print or Type
8427 Brock Bridge Rd Laurel A.A. Co Md 20707
Address—Street No., City - County State Zip Code

2. Secured Party:

~~Sears, Roebuck and Company~~
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Kitchen Cabinets, countertop, appliances
MAL PER CONTRACT # 127785

4. If above described personal property is to be affixed to real property, describe real property.

8427 Brock Bridge Rd Laurel Md 20707

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Warren Hall
(Signature of Debtor)

WARREN Hall
Type or Print

Dorothy S. Hall
(Signature of Debtor)

Dorothy Hall
Type or Print

Sears, Roebuck and Company
(Company, if applicable)

[Signature]
(Signature of Secured Party)

J. D. Althouse Credit Central Oper. Mgr.
Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

Mail to _____

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LAND RECORDS } } AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s): **CHARLES W. HOBBS**
Name or Names—Print or Type
8458 BEDFORD RD. PASADENA MD 2122
Address—Street No., City - County State Zip Code

ROSEMARY E. HOBBS
Name or Names—Print or Type
8458 BEDFORD RD PASADENA MD 2122
Address—Street No., City - County State Zip Code

2. Secured Party: **SEARS ROEBUCK AND CO.**
Name or Names—Print or Type
6650 N. RITCHIE HWY GLEN BURNIE MD 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
WALL TO WALL CARPET CONTRACT # 46008
DRAPERIES AND SHEERS CONTRACT # 116669

4. If above described personal property is to be affixed to real property, describe real property.

RESIDENTIAL DWELLING

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Charles W Hobbs
(Signature of Debtor)

CHARLES W. HOBBS
Type or Print

SEARS ROEBUCK AND CO.
(Company, if applicable)

Rosemary E Hobbs
(Signature of Debtor)

ROSEMARY E. HOBBS
Type or Print

J. D. Althouse
(Signature of Secured Party)
J. D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include title if Company)

MAIL TO: TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Name and Address **C901 Security Blvd., Baltimore, Maryland 21207**

Mail to _____



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FINANCING STATEMENT

1. Debtor(s):
MARVIN P. MORRISON
Name or Names—Print or Type
2528 VIVALDI LANE GAMBRIUS, MD 21054
Address—Street No., City - County State Zip Code
JUANITA MORRISON
Name or Names—Print or Type
2528 VIVALDI LANE GAMBRIUS, MD 21054
Address—Street No., City - County State Zip Code
2. Secured Party:
Sears Roebuck & Company
Name or Names—Print or Type
6650 N. RUTHER HENRY GLEN BURNIE, MD 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
Installed Kitchen Cabinets, countertop and vinyl floor.

4. If above described personal property is to be affixed to real property, describe real property.
Residential Dwelling @ - 2528 Vivaldi Lane
Gambrius, Md. 21054

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Marvin P. Morrison
(Signature of Debtor)

MARVIN P. MORRISON
Type or Print

Juanita Morrison
(Signature of Debtor)

JUANITA MORRISON
Type or Print

Sears, Roebuck and Company
(Company, if applicable)

[Signature]
(Signature of Secured Party)

J. D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include title if Company)

MAIL TO: TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

Mail to _____

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LAND RECORDS } } AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):
JOSEPH J OLESZCZUK
Name or Names—Print or Type
624 CEDARWOOD LA CROWNSVILLE AA MD 2103V
Address—Street No., City - County State Zip Code

PAMELA L. OLESZCZUK
Name or Names—Print or Type
624 CEDARWOOD LA CROWNSVILLE AA MD 2103V
Address—Street No., City - County State Zip Code

2. Secured Party:
SEARS ROEBUCK & CO
Name or Names—Print or Type
6650 BIRCH HILL HIGHWAY GLEN BURNIE AA MD 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

CENT. AIR COND

4. If above described personal property is to be affixed to real property, describe real property.

624 CEDARWOOD LA CROWNSVILLE MD 2103V

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): [Signature] **SECURED PARTY:** _____
(Signature of Debtor) SEARS, ROEBUCK AND COMPANY
JOSEPH J. OLESZCZUK (Company, if applicable)
Type or Print
[Signature] (Signature of Secured Party)
X Pamela L. Oleszczuk
(Signature of Debtor)
PAMELA L. OLESZCZUK J. D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include title if Company)

MAIL TO: TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

Mail to _____

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 NOT TO BE } **IN LAND RECORDS**

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 NOT SUBJECT TO } \$ _____

FINANCING STATEMENT

1. Debtor(s): Norman M. Nichols
 Name or Names—Print or Type
403 Sycamore Rd Lith, Md 21090
 Address—Street No., City - County State Zip Code

Rose Marie Nichols
 Name or Names—Print or Type
Same as above
 Address—Street No., City - County State Zip Code

2. Secured Party: Sears Roebuck + Company
 Name or Names—Print or Type
6650 N. Ritchie Highway 6B Md 21061
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
Install 29,000 Sears Best Attie Central air

4. If above described personal property is to be affixed to real property, describe real property.
403 Sycamore Rd Rancher Lith, Md 21090

5. If collateral is crops, describe real estate.
N/A

6. Proceeds of collateral are are not covered. N/A
 7. Products of collateral are are not covered. N/A

DEBTOR(S): Norman M. Nichols (Signature of Debtor)
Norman M. Nichols (Type or Print)

SECURED PARTY: Sears, Roebuck and Company (Company, if applicable)
[Signature] (Signature of Secured Party)
Rose Marie Nichols J. D. Althouse—Credit Central Oper. Mgr. (Type or Print (Include title if Company))

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
MAIL TO: 6901 Security Blvd., Baltimore, Maryland 21207
 Name and Address

Mail to _____

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SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s):

ROBERT D. PASSON
 Name or Names—Print or Type
1223 TAMARACK TRAIL ARNOLD MD 21012
 Address—Street No., City - County State Zip Code

FLEETA L. PASSON
 Name or Names—Print or Type
1223 TAMARACK TRAIL ARNOLD MD 21012
 Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK AND CO.
 Name or Names—Print or Type
6650 N. RITCHIE Hwy GLEN BURNIE MD 21061
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

CARPETING PER CONTRACT # 50712

4. If above described personal property is to be affixed to real property, describe real property.

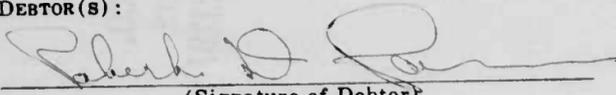
5. If collateral is crops, describe real estate.

RESIDENTIAL DWELLING
1223 TAMARACK TRAIL, ARNOLD MD 21012

6. Proceeds of collateral are are not covered.

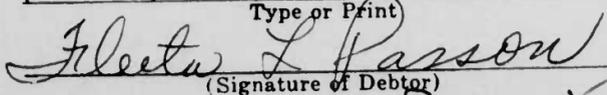
7. Products of collateral are are not covered.

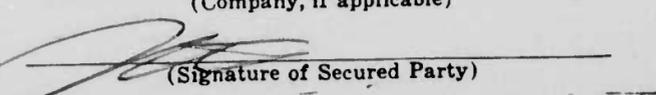
DEBTOR(S):


 (Signature of Debtor)
ROBERT D. PASSON
 Type or Print

SECURED PARTY:

SEARS ROEBUCK AND CO.
 (Company, if applicable)


 (Signature of Debtor)
FLEETA L. PASSON
 Type or Print


 (Signature of Secured Party)
J. D. Althouse—Credit Central Oper. Mgr.
 Type or Print (Include title if Company)

MAIL TO: Name and Address

To THE FILING OFFICER: After this statement has been recorded please mail the same to:
6901 Security Blvd., Baltimore, Maryland 21207

BL CLERK
 CR CLERK
 FILED
 1985 AUG 30 PM 2:32
 99101
 15:50
 A.P. Co.
 2

TO BE } **CROSS INDEXED** } SUBJECT TO } RECORDING TAX
 NOT TO BE } **INDEXED** IN } NOT SUBJECT TO } ON PRINCIPAL
 LAND RECORDS } } AMOUNT OF } \$ _____

FINANCING STATEMENT

1. Debtor(s): Elmer Thorn
 Name or Names—Print or Type
5 Ridgley Rd. Glen Burnie Md 21061
 Address—Street No., City - County State Zip Code

Jerdi J. Thorn
 Name or Names—Print or Type
5 Ridgley Rd. Glen Burnie Md 21061
 Address—Street No., City - County State Zip Code

2. Secured Party: Sears Roebuck & Co
 Name or Names—Print or Type
6650 Ritchie Hwy Glen Burnie Md 21061
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

FURN / CAC

4. If above described personal property is to be affixed to real property, describe real property.

*5 Ridgley Rd
Glen Burnie, Md 21061*

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Elmer E. Thorn
(Signature of Debtor)

ELMER E. THORN
Type or Print

Sears Roebuck & Co
(Company, if applicable)

Jerdi J. Thorn
(Signature of Debtor)

JERDIE J. THORN
Type or Print

J. D. Althouse
(Signature of Secured Party)

J. D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
MAIL TO:
Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

Mail to _____



FILED

1985 AUG 30 PM 2:32



99101

15.00
.50

1550
AP Co.
2

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ _____

If this statement is to be recorded
in land records check here.

This financing statement Dated 8-2-85 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Wesley Russell Herman, Jr. & Sherry Lee Herman
Address 7398 Eldon Ct. Ridgewood M.H.P. Hanover, Md. 21076

2. SECURED PARTY

Name Maryland Mobile Home Sales, Inc.
Address 6312 Ritchie Hyw. Glen Burnie, Maryland 21061

CONDITIONAL SALES CONTRACT HAS BEEN SIGNED

Person And Address To Whom Statement Is To Be Returned If Different From Above.
ASSIGNEE: PHILADELPHIA SAVINGS FUND SOCIETY, 1234 MARKET ST. 9th FLOOR
MOBILE HOME UNIT, PHILADELPHIA, PA. 19107

3. Maturity date of obligation (if any) 8-2-2000

4. This financing statement covers the following types (or items) of property: (list)

1985 De-Rose Mobile Home
70x14 serial# D12-25359
Includes; Ref., Range,
Washer/Dryer
Wheeles & Axles
Skirting

Amount Financed
\$20,916.00
Encumbrance
\$52,693.20

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Assignee

Wesley Russell Herman Jr.
(Signature of Debtor)

Wesley Russell Herman, Jr.
Type or Print Above Name on Above Line

Sherry Lee Herman
(Signature of Debtor)

Sherry Lee Herman
Type or Print Above Signature on Above Line

Carl E. Finch, Vice Pres
(Signature of Secured Party)

Carl E. Finch, Vice Pres.
Type or Print Above Signature on Above Line

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE FILING
FEE AS REQUIRED BY THE MOTOR VEHICLE ADMINISTRATION FOR THE SECURITY
INTEREST FOR THE ABOVE MOTOR VEHICLE HAS BEEN PAID.

DEALER Maryland Mobile Home Sales, Inc.

BY: Carl E. Finch Vice Pres

99105

12.00
.50

AK

FILED
1985 AUG 30 PM 2:33

FINANCING STATEMENT

COPY FOR FILING

- Not Subject to Recordation Tax **(Purchase Money)**
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other **District of Columbia**

1. Debtor(s) NAME Street City State
William and Janet Meehan, 3748 10th Street, N.E., Washington, DC 20017
T/A Stage One Video

2. Secured Party: **SUBURBAN BANK**
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.

Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SUBURBAN BANK
 By: Teresa A. Peruchi Debtor(s) or Assignor(s) William Meehan
Janet E. Meehan
 Type Name **Teresa A. Peruchi** **Janet Meehan**
 Title **Assistant Vice President/Corporate** **T/A Stage One Video**

Type or Print Name and Title of Each Signature

Mailed to Secured Party

FILED

99107

13.00
.50

1985 AUG 30 PM 2:33

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STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 489 PAGE 158
Identifying File No. _____

258250

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John T. Wills and Florence L. Wills (individuals)
Address 205 Scott Avenue, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Maryland Leasecorp
Address 25 South Charles Street
Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Attached Schedule A

FILED
1985 AUG 30 PM 2:34

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

John T. Wills
(Signature of Debtor)

John T. Wills
Type or Print Above Name on Above Line

Florence L. Wills
(Signature of Debtor)

Florence L. Wills
Type or Print Above Signature on Above Line

William R. Brown
(Signature of Secured Party)

William R. Brown
Type or Print Above Signature on Above Line

99113

11.00
SIL

SCHEDULE A

LIBER - 489 PAGE 159

One (1) 1985 International Model 1753 school bus s/n 1HVLNHGM3FHA34480 with a diesel engine and a 66 passenger Thomas school bus body; One (1) 1983 International school bus, Model 1723, s/n 1HVBA17B5DHA22857, with a 66 passenger Thomas school bus body; One (1) 1979 International school bus, Model 1823, s/n BA182JHB28872, with a 66 passenger Blue Bird school bus body; One (1) 1975 International school bus, Model 1703, s/n 13672DHA52883, with a 66 passenger Thomas school bus body; One (1) 1975 International school bus, Model 1703, s/n D0922EHA43486, with a 66 passenger Blue Bird school bus body; including, without limitation, all additional attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing equipment.

F. L. W.

J. T. W.

Mailed to Secured Party

at

719027

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

August 23, 1985

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 231854
Liber 423, page 514
in Office of Larrimore Anne Arundel Co. Md
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

William L. & Doris Fobare
7824 Woodside Terrace AP
T T1

Glen Burnie Maryland 21061
The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.
Household Finance Corporation
7562 Ritchie Highway
Glen Burnie, MD. 21061

By *[Signature]*
Its Branch Office Manager

Mail to
7562 Ritchie Highway
Glen Burnie, MD. 21061



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1985 AUG 30 PH 2:34

LIBER - 489 PAGE 160

Form 91 MD (3-79)

99113

09:10

FINANCING STATEMENT FORM UCC-1

AP Co. 11-50 CR 44

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

253253

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Bus Company, Inc.

Address 220 South Cherry Grove Avenue, Annapolis, Maryland 21401

2. SECURED PARTY

Name First Maryland Leasecorp

Address 25 South Charles Street
Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See attached Schedule A

1985 SEP - 3 PM 1:59
FILED

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolis Bus Company, Inc.

[Signature]
(Signature of Debtor) and Title

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

[Signature]
(Signature of Secured Party)

William R. Brown

Type or Print Above Signature on Above Line

99121

11:00
.50

AK

LIBER - 489 PAGE 162

SCHEDULE A

One (1) 1985 International Model 1853 school bus s/n 1HVLPHYM9FHA28563 with diesel engine, automatic transmission, and 66 passenger Thomas school bus bodies; including, without limitation, all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing equipment.

Annapolis Bus Company, Inc.

Mailed to Secured Party

HL

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 40,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$280.00.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R & D Equipment Sales, Inc.

Address 510 Ridge Road, Annapolis, Maryland 21041

2. SECURED PARTY

Name Credit Alliance Corporation and/or Leasing Service Corporation

Address P.O. Box 1680, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

R & D Equipment Sales, Inc.

Donald E. Wilson Pres.
(Signature of Debtor)

Donald E. Wilson, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation and/or Leasing Service Corporation

(Signature of Secured Party)

Philip D. Cooper, V.P.

Type or Print Above Signature on Above Line

FILED

99124

1985 SEP -3 PM 1:59

17.00
280.00
.50
AK

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 16th day of August 1985 by and betweenR & D Equipment Sales, Inc. having its principal place of business at
510 Ridge Road, Annapolis, Maryland 21041"Mortgagor" and Credit Alliance Corporation and/or Leasing Service Corporation "Mortgagee".
WITNESSETH

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5 If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6 Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

164-180-162

AK

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

Paul J. Spitzer Sec.
Secretary

Donald E. Wilson Pres.
President
(Seal)
(Title)

STATE OF Maryland }
COUNTY OF Anne Arundel } SS

Donald E. Wilson being duly sworn, deposes and says

- 1. He is the **President** of **R & D Equipment Sales, Inc.** (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to **Credit Alliance Corporation and/or Leasing Service Corporation** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19____

Donald E. Wilson

NOTARY PUBLIC

STATE OF _____ COUNTY OF _____ SS
I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____ in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained

(For Partnership)
and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the **President** of **R & D Equipment Sales, Inc.**
who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument; that he resides at _____

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 16, 19 85 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	<p>Used JLG 15 ton Crane, 8700-198 on GMC Brigideer chassis,</p> <p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p> <p>Lease Agreement dated <u>August 16, 1985</u> between Richard Anselmo, as Lessee and R & D Equipment Sales, Inc., as Lessor having an aggregate rental balance of \$49,776.00.</p>	1978 -	TJ1908 5 583123 <i>u pa</i>

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation and/or
Leasing Service Corporation

By: _____

Purchaser, Mortgagor or Lessee:

R & D Equipment Sales, Inc.

By: *Donald E. Will*

Mailed to Secured Party

OK

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

E & V, INC.
 Name or Names—Print or Type

7351 Reservoir Ave Jessup Md 20794
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

Glazer & Glazer, Inc.
 Name or Names—Print or Type

200 W. Baltimore St., Baltimore, MD 21201
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Goods supplied on consignment by Secured Party in Debtor's premises for resale consisting of men's clothing, furnishings, and accessories in the nature of suits, pants, jackets, coats, haberdashery, shoes, socks and related items; and to include replenishment thereof.

4. The cash and credit transactions proceeds received from the sale of the collateral are covered.

99125

FILED
1985 SEP -3 PH 1:59

DEBTOR(S): E & V, INC.

SECURED PARTY:

Edwin A. Abrams Pres
 (Signature of Debtor)

EDWIN A. ABRAMS PRES
 Type or Print

 (Signature of Debtor)

 Type or Print

Glazer & Glazer, Inc.
 (Company, if applicable)

William Glazer V.P
 (Signature of Secured Party)

William Glazer, Vice President
 Type or Print (Include title if Company)

11.00
50

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Mail to Name and Address Mitchell Stevan, Esq., 345 N. Charles St., Baltimore, MD 21201

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Redmonds, Inc. T/A Redmond's Towing & Auto Parts
(Name or Names)
8226 Baltimore & Annapolis Blvd., Pasadena, MD. 21122
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Heritage Savings Assoc.
of LESSOR _____
(Name or Names)
1505 York Rd. Lutherville, Maryland 21093
(Address)

4. This financing Statement covers the following types (or items) of property:
Eagle I Telephone System e/w 1 - Eagle I KSU, 1 - STA 16 CKT/32,
2 - 8 CKT Trunk Cards, 4 - 20 Button HFTB Desks; 1 - HFTB card KSU,
4 - 15 ft. Handset cords.

FILED
1985 SEP -3 PM 2:00

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE LESSOR
Redmonds, Inc. T/A Redmond's Towing & Auto Parts. CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Thomas W. Redmond President By: Gordon T. Hill President
(Title) (Title)

(Type or print name of person signing) (Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return to: Heritage Savings Assoc.
Mail to: 1505 York Road
Lutherville, MD 21093
Attn: Herbert W. Spath

12.00
.50

99 128

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - UCC-1
INSTRUCTIONS

Revised, Am. S.B. 161, Eff. 3/15/82
anderson publishing co. cincinnati, ohio 45201

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- When filing is to be with more than one office, Form UCC-2 may be placed over this set to avoid double typing.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 8 1/2" x 11". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.
- If collateral is crops, growing or to be grown, or timber to be cut, or minerals or the like, including oil and gas, or accounts resulting from the sale of minerals at the wellhead or minehead to which the security interest attaches upon extraction, or goods which are or are to become fixtures, the financing statement must recite that it covers that type of collateral and that it is to be indexed in the real estate records of the county in which the real estate is situated and must contain a legal description of the real estate and, if the Debtor does not have an interest of record in the real estate, the name of the record owner or record lessee (see section 1309.39(E) of the Revised Code).
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned, set of these forms, without extra fee.
- At the time of original filing, filing officer will return third copy as an acknowledgement. At a later date, secured party may date and sign the termination legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) NATIONAL VENDING SERVICE 1407 SHOEMAKER RD. BALTIMORE, MD. 21209	2 Secured Party(ies) and Addres(s)es VENDORS EXCHANGE, INC. 4020 PAYNE AVE. CLEVELAND, OHIO 44103	3 For Filing Officer (Date, Time, Number, and Filing Office)
---	--	---

4 This financing statement covers the following types (or items) of property:

SEE SCHEDULE A

Check if covered: Products of Collateral are also covered No. of additional sheets presented:

Filed with

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

By: X NATIONAL VENDING SVC., INC Robert N. Burkoff VIP Anderson Exchange, Inc
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

Filing Office Copy - Alphabetical

STANDARD FORM -
UNIFORM COMMERCIAL CODE - UCC-1

This form of financing statement is
approved by the Secretary of State

Revised, Am. S.B. 161, Eff. 3/15/82
anderson publishing co. cincinnati, ohio 45201
REPRINTED 2/84

99129

FILED

1985 SEP -3 PM 2:00

11.00
.50

**VENDORS
EXCHANGE, INC.**

your vending requirements our specialty

XXXXXXXXXXXX • PHONE - 216/432-1800 - CLEVELAND, OHIO 44103
4020 PAYNE AVE.

APRIL 1, 1985

NATIONAL VENDING SERVICE
1407 SHOEMAKER RD.
BALTIMORE, MD. 21209

SEE SCHEDULE A

- 5 AUTOMATIC PRODUCTS CANDYSHOP 72", CANDY, SN 27099,
22173, 43530, 46835, 39248
- 3 AUTOMATIC PRODUCTS PASTRYSHOP 372, PASTRY, SN 15989,
26324, 41254
- 7 AUTOMATIC PRODUCTS SNACKSHOP 72", CANDY, SN 57939,
33725, 44272, 38562, 49646, 5772, 7407
- 5 CHOICE VEND CAN VENDOR MODEL 374, SN 771192, 773329,
760387, 762123, 770834

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Bollinger, Dale Elwood
Address 502 Southview Drive, Riva, Maryland 21140

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement & or in any Schedule prepared in
connection therewith. This UCC-1 is together with the attached
Security Agreement & or Schedule are being submitted for filing
herewith as a financing statement."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dale Elwood Bollinger

(Signature of Debtor)

Dale Elwood Bollinger

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Philip D. Cooper, V.P.

Type or Print Above Signature on Above Line

FILED

1985 SEP -3 PM 2:00

199131

11.00
.50

AK

LIBER - 489 PAGE 172
TRANSFER AND ASSUMPTION AGREEMENT

Date: August 19, 1985
Account # 8-561W-C-02-01697-0

Gentlemen: Jeffrey Edward Jackson, T/A Jay Jay Trucking, Inc. (hereinafter referred to as "Transferor") has heretofore acquired from Washington Freightliner, Inc. (hereinafter referred to as "Dealer") the following described property (hereinafter referred to as the "Property"): One (1) 1985 Western Star Dump Truck, S/N 2WLPCCJEOPK912777 Model 4964-2, with R & S Dump Body, S/N 85020219 subject to one or more security agreements, conditional sale contracts, instalment sales contracts, chattel leases or chattel mortgages (hereinafter collectively referred to as the "Contract") dated March 22, 1985 said Contract being in the stated sum of \$ 117,987.90 exclusive of taxes. The said Contract has been assigned by Dealer to you and you are now the holder thereof in due course (and shall be hereinafter referred to as "Holder").

The unpaid balance on the Contract is \$ 111,122.04, which shall be payable in consecutive monthly instalments of \$ ** each plus one final instalment of \$ ** the first instalment being due ~~August 16~~ September 16, 1985, all exclusive of taxes.

See Schedule "A" attached hereto and made a part hereof.

Transferor desires to effectuate the sale and transfer of Transferor's equity in the Contract and the Property to Dale Elwood Bollinger residing at, or if a corporation, having its principal place of business as shown by its certificate of incorporation at 502 Southview Drive, Riva, Maryland 21140 (hereinafter referred to as "Transferee"). Pursuant to the requirements of the Contract, Transferor and Transferee desire to procure the consent of Holder to said sale and transfer to Transferee of Transferor's right, title, interest and equity in and with respect to the Property.

Accordingly, and for good and valuable consideration, the receipt of which is hereby acknowledged, Transferor hereby and by these presents does grant and convey unto Transferee, his or its heirs, executors, administrators and assigns, all of Transferor's right, title and interest in and to the Property, to have and to hold the same unto Transferee, his or its heirs, executors, administrators and assigns forever, subject, however, to the Contract and all of the terms, conditions and provisions thereof, and upon the condition that the appended Form of Consent to such sale is executed by Holder.

To induce Holder to execute and deliver the appended Form of Consent to such sale and in consideration of its so doing, Transferor and Transferee hereby promise and bind themselves jointly and severally to pay the sum remaining unpaid as above stated with any interest to Holder, its successors and assigns. Transferee hereby unconditionally assumes, becomes a party to and agrees to perform and pay the Contract and Note, as though Transferee were to all intents and purposes the purchaser or lessee named in the Contract and the maker of the Note. Transferee agrees not to assert against Holder any defense, setoff, recoupment claim or counterclaim which he or it might have against Transferor arising from the aforesaid sale or otherwise. Transferor is in no way released from the Contract and Note, but shall remain and continue fully liable thereon until the full performance and payment thereof, notwithstanding any agreements, extensions, compromises or arrangements whatsoever which may be made by Holder with Transferee or any other party thereto. Transferor and Transferee both acknowledge and agree that Transferee has acquired the Property, subject to the interest of Holder in same, and that Transferor, pursuant to the Contract, granted a security interest in all equipment, inventory and goods, which shall continue in full force and effect in same until payment in full of all obligations of Transferee and Transferor to Holder, and to further secure payment of its obligations, Transferee grants to Holder a security interest in all equipment, inventory, goods and property of every kind now owned and/or hereafter acquired by Transferee. The Property is now located at 1241 E. Randolph Road, Silver Spring, Maryland

and will be kept at 502 Southview Drive

Attest:

William J. Kuff

Attest:

Jeffrey Edward Jackson, T/A Jay Jay Trucking, Inc.

Signature of Transferor

By:

Dale Elwood Bollinger

Signature of Transferee

By:

Washington Freightliner, Inc. (Dealer)

The undersigned, the Dealer mentioned in the above agreement, hereby approves the foregoing, and requests you, as Holder, to consent thereto.

Attest:

By:

CONSENT BY HOLDER

Upon the terms, conditions and provisions of the foregoing agreement and in reliance thereon, the Holder therein mentioned hereby consents to the sale by Transferor to Transferee of all of Transferor's right, title and interest in and to the Property.

Form LS-10L-13

By:

Philip D. Cooper,

Vice President

Mailed to Secured Party

JK

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Donald H. Shaw Welding and Iron Works, Inc.
Address 1950 West Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Alban Lift Truck, Inc.
Address 2945 Whittington Avenue, Baltimore, Maryland 21237
Leasing Service Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Assignee of the Secured Party

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Leasing Service Corporation
P.O.Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Donald H. Shaw Welding and Iron Works, Inc.

Donald H. Shaw
(Signature of Debtor)

Donald H. Shaw, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Alban Lift Truck, Inc.

Mark N. Welsh
(Signature of Secured Party)

Mark N. Welsh, Credit Manager

Type or Print Above Signature on Above Line

Mailed to Assignee

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

FILED



99131

1985 SEP -3 PM 2:00

17.00
.50

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated August 20, 1985

between Alban Lift Truck, Inc., as Seller/Lessor/Mortgagee and Donald H. Shaw Welding and Iron Works, Inc. 1950 West Street, Annapolis, Maryland 21401 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmaturred installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 17,424.00 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 20th day of August, 19 85.

Alban Lift Truck, Inc. (SEAL)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

EQUIPMENT LEASE AGREEMENT Donald H. Shaw Welding and

'LESSOR': Alban Lift Truck, Inc. 'LESSEE': Iron Works, Inc.
2945 Whittington Avenue 1950 West Street
Baltimore, Maryland 21237 Annapolis, Maryland 21401

On the 20th day of August, 1985, Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term, at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification, model and serial numbers or marks):
One (1) Used 1979 Caterpillar Model V80D, Lift Truck, S/N 41X534

TOTAL RENT \$ 17,424.00
ADVANCE RENT Paid Herewith \$ 1,452.00
BALANCE OF RENT \$ 15,972.00
No purchase option available hereunder \$ -0-
No renewal option available hereunder \$ -0-
Equipment to be located at: 1950 West Street, Annapolis, Maryland

Lessee acknowledges receipt of and accepts Equipment, and acknowledges that no warranties, representations or agreements not expressed herein have been made by Lessor; and Lessee further acknowledges notice of the intended assignment of this lease to either Credit Alliance Corporation or Leasing Service Corporation (said assignee hereinafter called "Lessor") and upon such assignment, Lessee agrees not to assert against the Lessor and any subsequent Assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the original lessor who has executed this lease agreement and/or any subsequent Lessor, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of Lessor or Credit Alliance Corporation or Leasing Service Corporation (whoever is the then holder of this lease, such holder hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the 22nd day of September, 1985, and continuing on the same date of each month thereafter until paid;

the first 32 installments shall each be in the amount of \$ 484.00, plus any applicable sales tax, and the final installment shall be in the amount of \$ 484.00, plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. The term of this lease shall commence upon the acceptance hereof by lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same is damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and of the same or a later model, and in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the terms of Equipment so paid for. The proceeds of any insurance payable as result of loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage of any cause whatsoever for not less than (a) the actual fair market value of the Equipment; or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term on this lease, whichever be greater, and shall carry public liability insurance, both personal injury and property damage, covering Equipment. All said insurance shall be in form and amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days' prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts due and/or payable to Lessee or any other party. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all moneys spent by the expenses of Lessor in effecting such insurance or compliance shall be deemed to be additional rent, and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

Title to equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor, and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's title to Equipment, and will pay all cost, charges and expenses incident thereto. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgagees of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located, now or hereafter belonging to Lessee or in which Lessee has any interest and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to Lessor, now existing and/or hereafter incurred. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: Alban Lift Truck, Inc. (SEAL)
(Print Name of LESSOR Here)

Donald H. Shaw Welding and Iron Works, Inc. (SEAL)
(Print Name of LESSEE Here)

By: [Signature]
(Signature and Title of Authorized Officer, Partner or Individual)

By: [Signature]
(Signature and Title of Authorized Officer, Partner or Individual)

Attest: Secretary
Witness:

Attest: Secretary
Witness:

This instrument was prepared by

FILED - 489 PAGE 175

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)

care for or abused. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement with Lessor or changes its management operations, ownership of its stock or control, or becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the entire amount of rent then unpaid hereunder together with delinquency charges, collection charges and attorney's fees and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of the Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law: (1) recover the Balance; (2) take possession of the Equipment wherever same may be located (with all additions and substitutions), Lessee agreeing to assemble same at and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full). Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession of the Equipment at public or private sale (all without publication or notice to Lessee and with the right in Lessor to purchase any of the Equipment at such sale) applying any net proceeds less 15% of Total Rent to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor; or (ii) retain Equipment and credit Lessee with the reasonable re-leasing value of the Equipment; Lessee remaining in any event liable for any deficiency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other. Lessor and Lessee waive any and all right to a trial by jury in any action or proceeding based hereon or relating to the subject matter hereof. Lessee hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for the Balance plus reasonable attorney's fees which are hereby agreed to be no less than 20% of any amount sought, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force. As part of the consideration for Lessor's entering into this lease, Lessee hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Lessee's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court located within the State of New York regarding any matter arising hereunder. No failure on the part of Lessee to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any part of the rent herein reserved or any other sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named and said person, individually, together with the party named shall be jointly and severally liable for the balance of rent hereunder. Lessor may, in its sole discretion apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option, if Lessee is not in default hereunder, to purchase Equipment as a whole but not in part, as-is, where-is, at the end of the original or any renewal term hereof, upon giving at least 60 days' prior written notice to Lessor, and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least 60 days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, and if Lessee fails to purchase the Equipment or return the Equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease the initial term, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Any provisions hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease.

_____(L.S.) _____(L.S.)
 (Guarantor) (Guarantor)
 _____(L.S.) _____(L.S.)
 (Guarantor) (Guarantor)

ASSIGNMENT TO BE EXECUTED BY LESSOR

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Lessor") hereby sells, assigns, transfers and sets over to CREDIT ALLIANCE CORPORATION and/or LEASING SERVICE CORPORATION ("Assignee"), its successors and assigns, the within Equipment Lease Agreement (the "lease") and all right, title and interest in and to the property therein described (the "Equipment"), and all rights, powers and remedies therein, including the right to collect all sums due or to become due thereon and any notes, contracts of guaranty or surety and collateral of any kind or nature which Lessor has and will have pertaining to said lease and the right either in Assignee's own name, or in Lessor's name, to take such legal proceedings or otherwise as Lessor might have taken save for this assignment; and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Lessee of any payment at its due date or of any other default by the Lessee without first requiring Assignee to proceed against said Lessee. Lessor will reimburse Assignee for all expenses not paid by Lessee, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, Lessor hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Lessor's true and lawful attorney-in-fact and agent for Lessor and in Lessor's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Lessor at its address shown in the contract by certified mail within three (3) days of such service having been effected. Assignee may at any time, without prior notice or demand to Lessor, appropriate and apply toward the payment of any of Lessor's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections checks or instruments belonging or payable to Lessor and in Assignee's possession, and for such purposes endorse the name of Lessor on any instrument payable to Lessor. Lessor agrees that Assignee may audit Lessor's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time payment, and compromise claims with, the Lessee or any other obligor on the lease and repossess and resell any Equipment, and Lessor waives presentment and demand for payment, protest and notice of protest as to any note or notes endorsed or hereafter to be endorsed by Lessor, and Lessor expressly waives the benefits of any present or future provisions of law which might extend the obligation of Lessor as the result of any extension obtained by the Lessee in any proceedings under any present or future provisions of law.

Lessor warrants that the lease is genuine, enforceable, the only lease executed for the Equipment, is in all respects what it purports to be, is a valid obligation arising out of the lease of the Equipment to the Lessee in the ordinary course of business, contains the entire agreement and all instruments made or given in connection with such transaction and will be paid and performed according to its terms; that all statements therein contained are true; that at the time of execution of this assignment Lessor had good title to the Equipment and the right to transfer title thereto; that the Equipment has been duly delivered and accepted in accordance with the terms of the lease, will be insured as provided in the lease and will be satisfactorily maintained, protected and will operate to the satisfaction of Lessee and Lessor will comply with all of its obligations with respect to the Equipment; that all parties to the lease have capacity to contract; that Lessor has no knowledge of any facts which impair the validity of said lease or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Lessor warrants against all liens, claims, defenses and counterclaims, real or claimed, and compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations having the force of law regarding leases, conditional sales contracts, chattel mortgages and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Lessor's request, or otherwise, shall be at Lessor's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect, or for any reason, and such omission or invalid accomplishment shall not relieve Lessor of any responsibility to Assignee. Lessor expressly represents and warrants that the lease arises out of a bona fide lease or sale in the first instance of the Equipment by Lessor to the Lessee, that title to the Equipment originated with Lessor and not with the Lessee, that prior to the execution of the lease the Lessee did not either directly or indirectly have any interest in the Equipment, that an actual delivery to and acceptance by the Lessee has been made for the Lessee's proper uses and purposes, that any advance rent or down payment was made by Lessee in cash and not its equivalent unless otherwise specifically stated in the lease, that no part thereof was loaned directly or indirectly by Lessor to the Lessee, that Lessor will not advance, give, or loan to the Lessee directly or indirectly any part of the unpaid rent or any other sum payable under the lease, that the Lessee has not and will not either directly or indirectly receive from or through Lessor any part of the consideration for this assignment and that Lessor shall be fully liable for payment of all of Lessee's obligations in the event Lessee fails to pay the Balance under the lease in full immediately upon the sale, transfer, assignment or conversion of the Equipment. Lessor shall have no authority without Assignee's prior written consent to accept collections and/or repossess and/or consent to the return of the Equipment and/or modify the terms of the lease.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment has been executed and delivered to Assignee pursuant to and in furtherance of existing agreement, if any, between Lessor and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Lessor so as to induce Assignee to accept this assignment.

Date: _____ 19 _____ (Print Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Lessor
 _____ (Witness) _____ (Signature; Title of Office, "Partner" or "Proprietor") Mailed to Assignee

258259

LIBER - 489 PAGE 177

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) DH Engineering Inc. 1209 Rogers Road Edgewater, Maryland 21037	2 Secured Party(ies) and Address(es) Motorola C & E, Inc. P. O. Box 8788 BWI Airport, Maryland 21240	3 Maturity date (if any): AACD For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property: All Motorola Communications Equipment and inventory owned or hereafter acquired by debtor. "NOT SUBJECT TO RECORDATION TAX"		5 Assignee(s) of Secured Party and Address(es) Associates Capital Services 793 Elkridge Landing Road Linthicum, Maryland 21090

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with:

By: Donald J. Hit V. PRES.
 Signature(s) of Debtor(s)
 Donald J. Hit
 Vice President
 Filing Officer Copy — Alphabetical

By: Pat Serra
 Signature(s) of Secured Party(ies)
 Pat Serra
 Contract Analyst

603469 Rev. 12-90

12.06
.50

99137

Mailed to Assignee

FILED

1985 SEP -3 PM 2:09



FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Blase Lazzara, Jr. 53 Rol Park Village Millersville, Md. 21108	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>J. M. HITCH</u> Return to Secured Party
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3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

12 X 55, 2 BR., 1967 Liberty Mobil Home, Serial # T-520-229-343-721

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 8,175.00

DEBTOR:

Blase Lazzara, Jr.

(Type Name)

By: Blase Lazzara Jr

By: _____

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: Doris G. Harrison

Doris G. Harrison 084 Laurel Office

(Type Name)

August 12, 19 85

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

Stamps - \$36.00
 Record 11.00
 Postage 67.00
 50
 012-1671-0986-1
 \$ 67.50

Mailed to Secured Party

FILED

1985 SEP -3 PM 2:09

CR CLERK

11.00
56.00
.50

LIBER - 489 PAGE 180

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Baker, Charles E. & Carol T. 175 Topag Drive Sarverna Park, Md. 21146 69-024-2551-0		2. Secured Party(ies) and address(es) Midlantic National Bank 2 Broad St. Bloomfield, N.J.07003	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>Liber 454 Pg. 406</u> Filed with <u>Anne Arundel Cnty.</u> Date Filed <u>9/29/82</u> 19 <u>82</u>			
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.			

No. of additional Sheets presented:

MIDLANTIC NATIONAL BANK

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

ASST. V.P.

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

12.07

99143

Mail to _____
Charles C. Baker, Jr.
Carol J. Baker
300 E. Lombard St.
20th floor
Baltimore, Md. 21202

FILED

1985 SEP -3 PH 2:10



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Professional Communications, Incorporated 907 A Commerce Rd. 914 C Bestgate Rd. Annapolis, MD 21401 NAME CHANGE ONLY: FORMERLY LEISURE-TECH, LTD.	2. Secured Party(ies) and address(es) ITT COMMERCIAL FINANCE CORP. P.O. Box 17963 Memphis, TN 38187-0963	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: All inventory, raw materials, goods in process, finished goods, machines, machinery, furniture, furnishings, fixtures, vehicles, equipment, accounts receivable, book debts, notes, chattel paper, acceptances, rebates, incentive payments, drafts, contracts, contract rights, choses in action, and general intangibles, whether now owned or hereafter acquired, and all attachments, accessions and additions thereto, substitutions, accessories, and equipment therefor, and replacements and proceeds.		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of Circuit Court Anne Arrundel County, Annapolis, MD 21401

Professional Communications, Incorporated

ITT COMMERCIAL FINANCE CORP.

By: _____
Signature(s) of Debtor(s)

By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

12.00
.50

99147

12.00
.50

Mailed to Secured Party

FILED

1985 SEP -3 PM 3:59



Debtor or Assignor Form

Anne Arundel

MARYLAND FINANCING STATEMENT

Not subject to Recordation Tax

Subject to Recordation Tax; Principal Amount is \$ 53,000.00

To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

B & D Leasing
(Name)
108 Holsum Way
(Address)
Glen Burnie, Md. 21061

Attn: Jerry Mikulski 101-560
(Name of Loan Officer)
25 S. Charles Street
(Address)
Baltimore, Md. 21201

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

- 1 Hartridge Calibrating Stand Model HA 400 S/N 786130C6
- 1 Hartridge Calibrating Stand Model HA400 S/N 786137C6
- Hartridge Calibrating Equipment S/N 786138C6

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNEE)

B & D Leasing (Seal)

(Seal)

William C. Foster (Seal)

(Seal)

William C. Foster, Sole Proprietor
(Print or Type Name)

(Signature)

(Print or Type Name)

Mailed to Secured Party

BS-0850A-8406

FILED

99148

1985 SEP -3 PM 3:59

11.00
371.00
.50

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 40,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 08/15/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Medco Medical Center, Inc.
Address 200 Hospital Dr. Suite 409 Glen Burnie, Md. 21061

2. SECURED PARTY

Name United Bank and Trust Company of Maryland
Address 9420 Pennsylvania Avenue Upper Marlboro, Md. 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 Alpha Micro model 1000-CPO
1 Sharp VCR model VC-381
1 Texas Instruments Omni 800 printer
3 Lear Siegler terminals, model ADM-11
1 IBM P.C. model XT w/10 megabyte hard disk
1 Madek color monitor and keyboard
1 Okidata printer model 93
1 1200 Baud P.C. cermetek modem set
1 cross talk software package
1 C.B.S.I. orthopedic software package

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Medco Medical Center, Inc.

Edwin C. Fulton, M.D.P.A. - president
(Signature of Debtor)

Edwin C. Fulton, M.D.P.A. - President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Donald D. Love - Manager
(Signature of Secured Party)

Donald D. Love - Manager

Type or Print Above Name on Above Line

Mailed to Secured Party



FILED

1985 SEP -3 PM 4:00

99152

11.00
280.00
.50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 489 PAGE 184
Identifying File No. 258265

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Haskell, Kim, S., DDS
Address 134 Owensville, Rd., West River, Md., 20778

2. SECURED PARTY

Name HPSC, Inc.
Address 25 Stuart St., Boston, Ma. 02116

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE FORM A (ATTACHED)

This filing is notice of an equipment lease dated 7/29/85 for the personal property described herein and hereafter acquired.

1985 SEP - 3 PM 4:00

CR CLERK

FILED

1985 AUG 19 A 10:34

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kim S. Haskell DDS
(Signature of Debtor)

Kim S. Haskell, DDS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lia Newson
(Signature of Secured Party)

HPSC, INC.
Type or Print Above Signature on Above Line

99153

11.00

Schedule to Equipment Lease

LIBER - 489 PAGE 185

Quantity	Mfg.	Item Description
1	Biotec	05A Water Heater & Circulating syringe
1	Biotec	0-3 Gas Quick Disconnect w/ flow control valve
1	Biotec	0-53 Tray, drill & tap
1	Biotec	AC-1 Asst. console
1	GE	Cone
1	Gendex	770 X-Ray
1	Royal	Serest Chair w/ articulating headrest
1	"	NON Standard Fabric
1	Adec	Drs. Stool
1	Adec	Assts. stool
1	P&C	Light Fantastic II
1	AT	L62 Compressor
1	Dentsply	Vacum
1	Biotec	CSC-1 Concord w/pull out surface
1	Biotec	SSD-1 q/privacy panel w/duplex outlets
1	Kavo	655-1000 w/ auto chuck
LESS DOWN PAYMENT		
Mailed to Secured Party		
		Total

Lessee(s):

Kim S. Haskell, DDS

 Kim S. Haskell, DDS

()	Land Records	Not subject to recordation
(X)	Financing Statements Records	tax:
()	SDAT	Principal Amount is
		\$875,000

The appropriate amount of documentary stamps have been paid and evidence is affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor:
HAR-MID, a Maryland
General Partnership

Address:
c/o George P. Phillips
87 Prince George Street
Annapolis, Maryland 21401

2. Secured Parties:

MONUMENTAL LIFE INSURANCE
COMPANY
UNITED REPUBLIC LIFE INSURANCE
COMPANY

Address of all Secured
Parties:

LARRY G. BROWN,
Trustee

c/o Richard J. Kypta
Monumental Corporation
1111 North Charles Street
Baltimore, Maryland 21201

RICHARD J. KYPTA,
Trustee

RECORD FEE 16.00
POSTAGE .50
#99203 C055 R02 T09:26
AUG 29 85

3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor (specifically excluding any property or equipment owned by tenants or service contractors located at said land), including, without limiting the

16.00
0.50

1985 AUG 29 AM 9:30



E. AUBREY HOLLISON
CLERK

generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in a deed of trust given by Debtor to Larry G. Brown and Richard J. Kypka, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to Monumental Life Insurance Company and United Republic Life Insurance Company.
5. Proceeds of collateral are also covered.
6. The land consists of approximately .2686 acres located between Prince George Street, Craig Street and Dock Street in the City of Annapolis, Anne Arundel County, Maryland and is more particularly described in the Deed of Trust referred to above.

LIDER - 489 PAGE 188

Debtor:

HAR-MID

August 28, 1985

By:

George P. Phillips, General Partner

By: ANNAPOLIS HARBOUR HOUSE, INC.,
General Partner

By:

George P. Phillips, President

By: HARBOUR SQUARE, INC.,
General Partner

By:

Ralph W. Crosby, President

To the Filing Officer: After this statement has been recorded, please mail the same to: John P. Machen, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

Mailed to Secured Party

FINANCING STATEMENT FORM UC 3-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 8/14/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PAULIN: Ivon R. and Barbara T.
Address 3723 Thomas Point Road, Annapolis, MD 21403

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

- 1978 45' Agulhas Fiberglass Center Cockpit Sloop Hull #FLZ114990381
1978 53 HP Ford 2401E Engine #M9-794-108-C11-100 Diesel

First Assignee:
Horizon Financial, F.A.
808 Masons Mill BusinessComplex
1800 Byberry Road
Huntington Valley, PA 19006

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

1200

RECORD FEE 12.00
POSTAGE .50
#05150 0777 R01 T08:49
AUG 29 85

Ivon R. Paulin
(Signature of Debtor)

Ivon R. Paulin
Type or Print Above Name on Above Line

Barbara T. Paulin
(Signature of Debtor)

Barbara T. Paulin
Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature] AGENT
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

CR CLERK

1985 AUG 29 AM 9:32
E. AUBREY COLLISCH
CLERK

Anne Arundel Co
8-21-85

Not Subject to Recordation Tax - Conditional Sales
 Recordation Tax of \$ _____ on _____ Contract
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Stockett's Excavating and Hauling, Inc.
(Name or Names)

18809 Central Avenue, Davidsonville, Maryland 21035
Equipment may be located at 18809 Central Avenue, Upper Marlboro, MD 20772

DEBTOR: _____
(Name or Names)

RECORD FEE 11.00
POSTAGE .50
#05152 C777 R01 T08:55

2. SECURED PARTY: Wilbar and Arnold, Incorporated
(Name or Names)

5500 Clermont Drive, Alexandria, Virginia 22310
(Address)

AUG 29 85

3. ASSIGNEE (if any)
of SECURED PARTY: Union Trust Company of Maryland
(Name or Names)

P. O. Box 1077, Baltimore, Maryland 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

One (1) International Model 175 C Crawler Loader, s/n 3982
equipped with 4-in-1 bucket, Rops Canopy, plus all attachments
and accessories

1965 AUG 29 AM 9:32
E. AUBREY COLLISON
CLERK

NOT SUBJECT TO RECORDATION TAX--CONDITIONAL SALES CONTRACT

CR
CLERK

11/80
1/53

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

~~Mailed to Secured Party~~

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S):

Stockett's Excavating and Hauling, Inc.
By: David C. Stockett Pres.
David C. Stockett
(Type or print name of person signing)

SECURED PARTY:

Wilbar and Arnold, Incorporated
By: Robert Arnold
Robert Arnold
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Union Trust Company of Maryland
Mailed to: P. O. Box 1077, Baltimore, Maryland 21203 Attn: Commercial Finance-7G4273

Handwritten mark

Waiting Room:

group seats, 4 chairs and end table, 1 chair with end table
4 chairs with corner table

Furniture:

13 desks
3 secretary chairs
2 junior executive chairs
25 other chairs
4 sofas
3 folder cabinets by Steelcase, floor to ceiling
6 regular filing cabinets, 2 drawers each
1 Mire DC 122 copier with stand
1 manual and 2 electric typewriters
1 electric adding machine
Keakey Telephone System, 11 telephones with intercom and page system
1 micro computer system with program, 2 ADM information displays
1 diverted for 3 lines
X ray equipment
1 monocular microscope
2 blood analyzers
1 Imperial incubator
1 refrigerator
1 refrigerator (under counter)
1 Triac centrifuge
1 bed counter
1 Pipettsshaker
1 Sedimentation rack
1 Ultreen
1 EKG machine and ECG mounter
1 suction machine
2 hyfrecahas
ear, nose, and throat wall units
7 blood pressure units
1 Audiometer
1 Puritan resuscitator
1 Bennett breathing therapy unit
7 examining tables
2 treatment tables
6 treatment cabinets, 2 doors
2 treatment cabinets, 1 door
3 sets scales
3 utility carts
3 treatment laps
1 pediatric table
8 school
custom fireproofed drapes as are existing

Mailed to: Samuel Schenker.

FINANCING STATEMENT FORM UCC-1

258299

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated 8 August 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ASH Mechanical Services, Inc.
Address 541 Mayo Road, Edgewater, MD 21037

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All Inventory, Equipment, Accounts and other Rights to Payment, and General Intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash and non-cash) of such Inventory, Equipment, Accounts and other Rights to Payment, and General Intangibles.

RECORD FEE 11.00
POSTAGE .50
#99232 0055 R02 109:58
AUG 29 85

1985 AUG 29 11:19 03
RECEIVED FOR RECORD
CLERK COUNTY

CHECK THE LINES WHICH APPLY

CR
CLERK

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ASH Mechanical Services, Inc.

BY: Donald E. Anderson
(Signature of Debtor)

Donald E. Anderson, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Bay National Bank

David S. Proctor
(Signature of Secured Party)

David S. Proctor, Loan Officer

Type or Print Above Signature on Above Line

258300

LIBER - 489 PAGE 194

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>1 Debtor(s) (Last Name First) and address(es) Exide Electronics Corporation 3201 Spring Forest Road Raleigh, NC 27604</p>	<p>2 Secured Party(ies) and address(es) Citicorp Industrial Credit, Inc. 200 South Wacker Drive Chicago, IL 60606</p>	<p>3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>RECORD FEE 11.00 POSTAGE .50 #99160 C345 R02 108:51 AUG 29 85</p> <p>5 ASSIGNEE OF SECURED PARTY</p>
<p>4 This financing statement covers the following types (or items) of property: All of Debtor's now owned and existing and hereafter acquired accounts, inventory, machinery, equipment, fixtures, chattel paper, general intangibles, instruments and documents where-soever located as more particularly described on Exhibit A attached hereto.</p> <p><u>NOT SUBJECT TO RECORDATION TAX.</u></p>		
<p>6 Complete only when filing with Judge of Probate: The initial indebtedness secured by the financing statement is \$ _____</p>		
<p>Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input checked="" type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented: 1</p>		
<p>Filed with: Clerk of the Circuit Court of Anne Arundel County, Maryland</p>		
<p>EXIDE ELECTRONICS CORPORATION</p>		
<p>By: <i>Walter J. Johnson</i> Signature(s) of Debtor(s)</p>	<p>By: _____ Signature of Secured Party</p>	
<p>(STANDARD) (1) FILING OFFICER COPY-ALPHABETICAL</p>		

Ollinor Poole
P.O. Box 2969
Springfield Ill
 Mailed to: _____ *62708*

11.00
 1985 AUG 29 AM 10:55
 E. AUGHEY COLL
 CLERK

LIBER - 489 PAGE 195

EXHIBIT A
TO
FINANCING STATEMENT

005275
Debtor:

Exide Electronics
Corporation
3201 Spring Forest Road
Raleigh, NC 27604

181 Secured Party:

Citicorp Industrial Credit,
Inc.
200 South Wacker Drive
Chicago, IL 60606

All of the following property, or interests in property, of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located: accounts, inventory, goods, furniture, machinery, equipment, fixtures, general intangibles (including, without limitation, goodwill, inventions, designs, patents, patent applications, trademarks, trademark applications, trade names, licenses, leasehold interests in real and personal property, franchises, tax refund claims, and guarantee claims, security interests or other security held by or granted to Debtor to secure payment of Debtor's accounts), tax refunds, chattel paper, contract rights, instruments, documents, notes, returned and repossessed goods and all other personal property or interests in personal property; together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing (including, without limitation, proceeds of insurance policies insuring any of the foregoing), all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing, and all insurance policies insuring any of the foregoing.

EXIDE ELECTRONICS CORPORATION

BY: Walter J. Johnson

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 245262

RECORDED IN LIBER 456 FOLIO 436 ON Dec. 6, 1982 (DATE)

RECORD FEE 10.00
POSTAGE .50
#05220 C777 R01 T14:57
AUG 29 85

1. DEBTOR

Name R & M OPTICAL, INC. , a Maryland Corporation, & Manfred Sklar, O.D.,
~~individual~~
Address c/o Pearle Vision Center, 115 Annapolis Mall, Annapolis, MD 21401

2. SECURED PARTY

Name Pearle Vision Center, Inc.
Address 2534 Royal Lane, Dallas, Texas 75229
Cheryl Halkum-Franchise Dept.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>Due to a change in corporate name we would like to delete Manfred Sklar, O.D., a Maryland Corporation and add "R & M OPTICAL, INC., a Maryland Corporation.</p>	

Mailed to Secured Party

Dated _____
R & M OPTICAL, INC., A Maryland Corporation
By Manfred Sklar
Its Authorized Representative

Went
(Signature of Secured Party)
Pearle Vision Center, Inc.
Type or Print Above Name on Above Line

1985 AUG 29 PM 2:59
CLERK

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 245633

RECORDED IN LIBER 457 FOLIO 406 ON January 8 1983 (DATE)

RECORD FEE 10.00
POSTAGE 50
#05221 0777 R01 114:52
AUG 29 85

1. DEBTOR

Name R & M OPTICAL, INC, a Maryland Corporation & Manfred Sklar, O.D.
an individual
Address c/o Pearle Vision Center, 1933 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name Pearle Vision Center, Inc.
Address 2534 Royal Lane, Dallas, TEXAS 75229
Cheryl Halkum- Franchise Dept.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CR
CLERK

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>
<p>Due to a change in corporation name we would like to delete Manfred Sklar, O.D., a Maryland Corporation and add " R & M OPTICAL, INC., a Maryland Corporation".</p>	

Mailed to Secured Party

Dated _____

Manfred Sklar
(Signature of Secured Party)

R & M OPTICAL, INC., a Maryland Corporation

Pearle Vision Center, Inc.

By _____
Its Authorized Representative

Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UC 3-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 8/12/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50

#05231 0777 R01 T15:38
AUG 29 85

1. DEBTOR

Name BLAUVELT, Charles A.
Address 3900 Harrison Lane, Huntingtown, MD 20639

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1965 Pearson Vanguard 32'6" fiberglass hull #226, Coast Guard O.N.537826
1965 30 HP Atomic 4 gas engine

ASSIGNEE:

HORIZON FINANCIAL, F.A.
808 Masons Mill Business Park
1800 Byberry Road
Huntington Valley, PA 19006

Home anchorage/winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

Charles A. Blauvelt
(Signature of Debtor)

CHARLES A. BLAUVELT
Type or Print Above Name on Above Line

(Signature of Debtor)

1150
Type or Print Above Signature on Above Line

WAS AGENT
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

Annie Arundel Co
8-21-85

STATE OF MARYLAND

LIBER - 489 PAGE 199

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 443 FOLIO 461 ON 11/5/81 (DATE)

1. DEBTOR

Name EGYPTAIN AMERICAN TRANSPORT SERVICE

Address 7465 CANDLEWOOD RD., Harmons, MD 21099

RECORD FEE 10.00
POSTAGE .50
#03233 0777 R01 T15:54
AUG 29 85

2. SECURED PARTY

Name MAI BASIC FOUR, INC.

Address P. O. BOX C-11921

SANTA ANA, CA 92711

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>
<p>TERMINATION THE SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE</p>	

1985 AUG 29 PM 3:56
AUGUST COLLISON
CLERK
CR
CLERK

Mailed to Secured Party

Dated _____

(Signature of Secured Party)
MAI BASIC FOUR, INC., JENAN WILHELM,
MGR. CREDIT & COLLECTIONS

Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

LIBER # 441 Page No. 88
XXXX
ROR No. Identification No. 239279 Dated 8/4/81

1. Debtor(s) { K.D. GROSS & SON, INC. BY: KENDAL D & ROSALIE GROSS
Name or Names—Print or Type
1480 GROSS CIRCLE SHADY SIDE MD 20764
Address—Street No., City - County State Zip Code

2. Secured Party { (FIRST NATIONAL BANK OF SOUTHERN MARYLAND)
FIRST NATIONAL BANK OF MARYLAND
Name or Names—Print or Type
P.O. BOX 17292 BALTIMORE MD 21203
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) 8/8/85

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#05250 0777 R01 T16:18
AUG 29 85

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

1985 AUG 29 PM 4:15
E. AUBREY COLLISON
CLERK



Mailed to Secured Party

Dated: August 14, 1985

FIRST NATIONAL BANK OF MARYLAND
Name of Secured Party
Luann French
Signature of Secured Party
Luann French Supervisor
Type or Print (Include Title if Company)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256010

RECORDED IN LIBER 483 FOLIO 453 ON 4/3/85 (DATE) RECORDED FEE POSTAGE 10.00

1. DEBTOR

Name FERGUSON TRENCHING CO.
Address 123 REVELL HIGHWAY, ANNAPOLIS, MD 21401

#05262 0777 R01 TOP:07
AUG 30 85

2. SECURED PARTY

Name MAI BASIC FOUR, INC.
Address P. O. BOX C-11921
SANTA ANA, CA 92711

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>
<p>TERMINATION</p> <p>THE SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE</p>	

CHECK FORM OF STATEMENT

1050

Mailed to Secured Party

Dated AUG 21 1985

Jan De
MAI BASIC FOUR, INC., JENAN WILHELM,
MGR. CREDIT & COLLECTIONS
Type or Print Above Name on Above Line

1985 AUG 30 AM 9:49
EVA WILSON
CLERK



STATE OF MARYLAND

LIBER - 489 PAGE 202

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256460

RECORDED IN LIBER 484 FOLIO 592 ON 4/29/85 (DATE)

RECORD FEE 10.00
POSTAGE 50
#05233 C777 R01 T05102
AUG 30 85

1. DEBTOR

Name EGYPTAIN AMERICAN TRANSPORT SERVICE

Address 7465 CANDLEWOOD ROAD, HARMONS, MD 21099

2. SECURED PARTY

Name MAI BASIC FOUR, INC.

Address P. O. BOX C-11921

SANTA ANA, CA 92711

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

1985 AUG 30 AM 9:49
E. AUSTIN COLLISON
CLERK

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) termination</p>
<p>TERMINATION THE SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE</p>	

CR
ALBEM

1000
50

Mailed to Secured Party

Dated AUG 21 1985

JA De

(Signature of Secured Party)
MAI BASIC FOUR, INC., JENAN WILHELM,
MGR. CREDIT & COLLECTIONS
Type or Print Above Name on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NATIONAL REFRACTORIES & MINERALS CORPORATION
See Schedule A attached hereto for address of Debtor and
Address additional trade names or styles.

2. SECURED PARTY

Name CONGRESS FINANCIAL CORPORATION (WESTERN)
3333 Wilshire Boulevard
Address Los Angeles, CA 90010

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
See Schedule B attached hereto and made a part hereof. (3 additional pages)

RECORD FEE 17.00

Filed with: Anne Arundel County Clerk of Circuit Court, MD POSTAGE .50

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

~~Mailed to Secured Party~~

Ch. C. Smith President
(Signature of Debtor) Charles Conard Smith
NATIONAL REFRACTORIES &
MINERALS CORPORATION
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Steven A. Stone AVP
(Signature of Secured Party)
CONGRESS FINANCIAL CORPORATION (WESTERN)
Type or Print Above Signature on Above Line

1700
/50

1985 AUG 30 AM 10:23
E. AUGUST COLLISON
CLERK

CLERK

#05284 0055 R01 T10:26
AUG 30 85

Schedule A to Financing Statement by
Congress Financial Corporation ("Secured
Party") against National Refractories &
Minerals Corporation ("Debtor")

The Debtor's address is: One Kaiser Plaza
Suite 600
Oakland, CA 94612

The Debtor also conducts its business under the
following tradenames or styles:

National Magnesia Chemicals
Kaiser Refractories

~~Mailed to Secured Party~~

Schedule B to the Financing Statement by Congress
Financial Corporation (Western) (the "Secured Party") against
National Refractories & Minerals Corporation (the "Debtor").

The property covered by this Financing Statement
consists of:

(a) all of the Debtor's present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, as such terms are defined in the Uniform Commercial Code, including, without limitation, all accounts receivable and other receivables of any kind, all obligations for the payment of money arising out of the sale or lease of goods or rendition of services and all accounts resulting from the sale at the wellhead or minehead of minerals or other substances extracted from the ground (the "Accounts"), (b) all moneys, securities and other property and the proceeds thereof, now or hereafter held or received by, or in transit to, the Secured Party from or for the Debtor, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all of the Debtor's deposits (general or special), balances, sums and credits with the Secured Party at any time existing and any claims with respect thereto, (c) all of the Debtor's right, title and interest, and all of the Debtor's rights, remedies, security and liens, in, to and in respect of, the Accounts (including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party), guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any debtor or obligor in any way obligated on or in connection with any Account, and credit and other insurance, (d) all of the Debtor's right, title and interest in, to and in respect of, all goods relating to, or which by sale have resulted in, Accounts, including, without limitation, all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing, any Account, and all returned, reclaimed or repossessed goods, (e) all deposit accounts, as such term is defined in the Uniform Commercial Code, (f) all of the Debtor's raw materials, work in process, finished goods and inventory of whatsoever kind or nature, including, without limitation, inventories of dolomite, clays, alumina, magnesite, magnesia, periclase, chrome ore, bauxite, aluminum, steel, magnesium oxide, chromite, kyanite, zircon, zirconium oxide, silica, carbon, silicon carbide, grog, bonding agents and materials, chemical modifiers, general stores and parts, general mill supplies and refractories and refractory products, and all wrapping, packaging, advertising and shipping materials, and any documents relating thereto, and all labels and other devices, names and marks affixed or to be affixed thereto for purposes of selling or of identifying the same or the seller or manufacturer

thereof, and all right, title and interest of the Debtor therein and thereto, wherever located, whether now owned or hereafter acquired by the Debtor, whether or not extracted from the ground or from the wellhead or minehead, (g) all equipment, machinery, vehicles, cranes, crushers, mixers, presses, pumps, conveyors, tools, dies, jigs, furniture and fixtures, all attachments, accessions and property now or hereafter affixed thereto or used in connection therewith, substitutions and replacements, wherever located, whether now owned or hereafter acquired by the Debtor, (h) all other personal property and other assets of the Debtor now owned or hereafter acquired, (i) all books, records and other property relating to any of the foregoing, including, without limitation, all books, records, computer programs, ledger cards and other property and general intangibles at any time evidencing or relating to the Accounts, (j) all of the Debtor's general intangibles of every kind and description, including, without limitation, patents, patent applications, trade names and trademarks, copyrights and the goodwill of the business symbolized thereby and all right, title and interest of the Debtor in and to all licenses of patents, trademarks, trade names and copyrights, whether the Debtor is licensor or licensee thereof, and Federal, State and local tax refund claims of all kinds, (k) all right, title and interest of the Debtor in and to, and benefits of the Debtor under, the Asset Purchase Agreement and the Purchase Option Agreement, each dated as of December 31, 1984 and by and among the Debtor, National Refractories Holding Co., Continental Refractories Company Limited (formerly known as 601725 Ontario Ltd.), Kaiser Aluminum & Chemical Corporation, Kaiser Aluminum & Chemical of Canada Limited and Kaiser Aluminum Properties, Inc. (formerly known as Kaiser Agricultural Chemicals Corporation), as the same may be amended, modified, supplemented or restated from time to time and (l) any and all products and proceeds of the foregoing, in any form (including, without limitation, any insurance proceeds or claims by the Debtor against third parties for loss or damage to or destruction of any or all of the foregoing).

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NATIONAL REFRATORIES & MINERALS CORPORATION
See Schedule A attached hereto for address of
Address Debtor and additional trade names or styles.

2. SECURED PARTY

Name NATIONAL BANK OF CANADA
Address 150 York Street, Toronto, Canada M5H3A9

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) (3 additional pages)

See Schedule B attached hereto and made a part hereof.

Filed with: Anne Arundel County Clerk of Circuit Court, MD

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles Conard Smith
(Signature of Debtor)

Charles Conard Smith
Type or Print Above Name on Above Line

(Signature of Debtor)
NATIONAL REFRATORIES &
MINERALS CORPORATION
Type or Print Above Signature on Above Line

John M. Puts VP.
(Signature of Secured Party)
NATIONAL BANK OF CANADA
Type or Print Above Signature on Above Line

RECORD FEE 17.00
POSTAGE .50
#05265 0055 R01 T10:27

AUG 30 85

1700/50

Schedule A to Financing Statement by
National Bank of Canada ("Secured
Party") against National Refractories &
Minerals Corporation ("Debtor")

The Debtor's address is: One Kaiser Plaza
Suite 600
Oakland, CA 94612

The Debtor also conducts its business under the
following tradenames or styles:

National Magnesia Chemicals
Kaiser Refractories

Schedule B to the Financing Statement by National Bank of Canada (the "Secured Party") against National Refractories & Minerals Corporation (the "Debtor").

The property covered by this Financing Statement consists of:

(a) All Debtor's present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, as such terms are defined in the Uniform Commercial Code, including, without limitation, all accounts receivable and other receivables of any kind, all obligations for the payment of money arising out of the sale of goods, rendition of services or the lease by the Debtor of its property and all accounts resulting from the sale at the wellhead or minehead of minerals or other substances extracted from the earth ("Accounts"); (b) all of the right, title and interest of the Debtor in and to the goods or other property represented by or securing any of the Accounts or described in invoices relating thereto; (c) all rights of the Debtor as an unpaid vendor or lienor, including stoppage in transit, replevin and reclamation; (d) all additional amounts due to the Debtor from any customer, irrespective of whether such additional amounts have been specifically assigned to the Secured Party; (e) all guaranties, mortgages on real or personal property, leases or other agreements on property securing or relating to any of the items referred to in subparagraph (a) above, or acquired for the purpose of securing and enforcing any of such items; (f) all moneys, securities and other property and the proceeds thereof, now or hereafter held or received by, or in transit to the Secured Party from or for the Debtor whether for safekeeping, pledge, custody transmission, collection or otherwise, and all claims of the Debtor against, the Secured Party at any time existing; (g) all deposit accounts, as such term is defined in the Uniform Commercial Code, and all claims with respect thereto; (h) all raw materials, work in process, finished goods, including, without limitation, inventories of dolomite, clays, alumina, magnesite, magnesia, periclase, chrome ore, bauxite, aluminum, steel, magnesium oxide, chromite, kyanite, zircon, zirconium oxide, silica, carbon, silicon carbide, grog, bonding agents and materials, chemical modifiers, general stores and parts, general mill supplies and refractories and refractory products, and all other inventory of whatever kind or nature, including, without limitation, inventories of dolomite, clays, alumina, magnesite, magnesia, periclase, chrome ore, bauxite, aluminum, steel, magnesium oxide, chromite, kyanite, zircon, zirconium oxide, silica, carbon, silicon carbide, grog, bonding agents and materials, chemical modifiers, general stores and parts, general mill supplies and refractories and refractory products, and all wrapping, packaging, advertising and shipping materials, and all documents relating thereto, and all labels, logos and other devices,

names or marks affixed or to be affixed thereto for purposes of selling or of identifying the same or the seller or manufacturer thereof and all right, title and interest of the Debtor therein and thereto, wherever located, whether now owned or hereafter acquired by the Debtor, whether or not extracted from the ground or from the wellhead or the minehead; (i) all equipment, machinery, furniture, fixtures, dies, tools, vehicles, trucks, cars, tractors, trailers, forklifts, cranes, crushers, mixers, presses, pumps, conveyors, hoists and tangible personal property of the Debtor, wherever located and whether now owned or hereafter acquired by the Debtor, all substitution and replacements therefor, and all accessions and attachments to or relating to any of the foregoing; (j) all other personal property and other assets of the Debtor now owned or hereafter acquired; (k) all books, records and other property relating to any of the foregoing, including, without limitation, all books, records, computer programs, ledger cards and other property and general intangibles at any time evidencing or relating to the Accounts; (l) all of the Debtor's general intangibles of every kind and description, including (without limitation) patents, patent applications, trade names and trademarks and the goodwill of the business symbolized thereby, and Federal, State and local tax refund claims of all kinds; (m) all right, title and interest of the Debtor in and to, and benefits of the Debtor under, the Asset Purchase Agreement and the Purchase Option Agreement, each dated as of December 31, 1984 and by and among the Debtor, National Refractories Holding Co., Continental Refractories Company Limited (formerly known as 601725 Ontario Ltd.), Kaiser Aluminum & Chemical Corporation, Kaiser Aluminum & Chemical of Canada Limited and Kaiser Aluminum Properties, Inc. (formerly known as Kaiser Agricultural Chemicals Corporation), as the same may be amended, modified, supplemented or restated from time to time; and (n) all proceeds of any of the foregoing in whatever form, including, without limitation, any claims against third parties for loss or damage to or destruction of any or all of the foregoing and cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents.

Mailed to Secured Party

4. <input checked="" type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Alexander, Stanley Leroy Lambert, Elizabeth Lee 7825 Metacomet Rd. Hanover, MD 21076	2. Secured Party(ies) and address(es) Digital Employees Federal Credit Union 129 Parker St. Maynard, MA 01754	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #05294 0777 R01 T11:01 AUG 30 85

7. This financing statement covers the following types (or items) of property:

Installation of cedar stockade fence located at 7825 Metacomet Rd.
Hanover, MD 21076.

BK 3634
Page 320

1985 AUG 30 AM 11:05
AUGREY COLLITON
CLERK
#128039

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)

X *Stanley L. Alexander*
X *Elizabeth L. Lambert*
Signature(s) of Debtor (Or Assignor)

DIGITAL EMPLOYEES' FEDERAL CREDIT UNION
129 Parker Street, PKO3-1/F63
Maynard, MA 01754
Signature(s) of Secured Party (Or Assignee)

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$

To be Recorded in Land Records (For Fixtures Only).

RECORD FEE 11.00
 POSTAGE .50
 #05319 0777 R01 T12:02
 AUG 30 85

Name of Debtor

Address

Chesapeake Marine Fasteners, Inc.

1805 George Ave.
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All inventory, accounts receivable now owned or hereafter acquired and all proceeds (cash & non-cash) of such inventory and accounts receivables.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
Chesapeake Marine Fasteners, Inc.

Secured Party (or Assignee)

BY: *Richard W. Sadler*
Richard W. Sadler, President

FARMERS NATIONAL
BANK OF MARYLAND

BY: *Luan Oker*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

1985 AUG 30 PM 12:17
 CLERK
 COLLISON
 COUNTY

FINANCING STATEMENT

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX

- 1. Name of Debtor: ST. JAMES CONSTRUCTION CO., INC.
Address: P. O. Box 611
Severna Park, Maryland 21146
- 2. Name of Secured Party: ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION
Address: 1746-48 York Road
Ridgely Plaza Shopping Center
Lutherville, Maryland 21093
- 3. This Financing Statement covers the following types (or items) of property:

1. The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures of every kind and description, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating and lighting equipment, pipes, pumps, tanks, motors, conduits, refrigerators, plumbing, ventilating, air-cooling and air-conditioning apparatus, partitions, ducts and compressors whether now located or hereafter located or installed on the premises described in a certain Mortgage dated August 29, 1985 from Debtor to Admiral-Builders Savings and Loan Association, all property being located in the Third Assessment District of Anne Arundel County, State of Maryland, said property being known and designated as Lot 16 as shown on the Plat entitled Bellevue Estates, Section Two - Plat Two, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 71 folio 37 (the revision of said Plat being recorded among the Land Records aforesaid in Plat Book 81, folio 33).

2. All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

3. All contract rights in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(x) (If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

Debtor:

ST. JAMES CONSTRUCTION CO., INC.

Edward J. Dyas, Jr.
President

Secured Party:

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

BY: William M. Levy
William M. Levy

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

CR
CLERK
1985 AUG 30 PM 12:31
ANNE ARUNDEL COUNTY
CLERK

RECORD FEE 11.00
POSTAGE .50
#05349 C040 R01 T12:27
AUG 30 85

KARL M. LEVY
WILLIAM M. LEVY
ATTORNEYS
FIDELITY BUILDING
210 N. CHARLES ST.
BALTIMORE, MD. 21201

Mailed to:

11.00

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

LIBER - 489 PAGE 214

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 242461 recorded in Liber 449, Folio 355 on May 7, 1982 (date).

RECORD FEE 10.00
POSTAGE .50
#05359 0777 001 712:33
AUG 30 85

1. DEBTOR(S):
Name(s): Santa's Corner, Inc.
Address(es): 418 Third Street
Annapolis, MD. 21403

2. SECURED PARTY:
Name: Columbia Bank and Trust Company
Address: P.O. Box 888
Columbia, MD. 21044

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Changing the secured party to reflect that Equitable Bank, N.A. 100 South Charles Street, Baltimore, MD. 21201 is the successor by merger to Columbia Bank and Trust Company

101
25
1985 AUG 30 PM 12:32
E. AUBREY COLLISON
CLERK

9. DEBTOR:
Santa's Corner, Inc.
BY: Charles R. Wilson
Charles R. Wilson, President

SECURED PARTY:
EQUITABLE BANK, National Association
By: E.M. Tilghman
E.M. Tilghman, V.P.
(Type Name and Title)



RETURN TO: EQUITABLE BANK, N.A.
100 SOUTH CHARLES ST.

Mailed to: BALT. MD. 21201 - 2791

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3
232512
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 425 FOLIO 163 ON May 9 '80 (DATE)

1. DEBTOR

Name Gaug, Robert A.
Address 1376 St. Stephens Church Rd., Crownsville, MD 21032

2. SECURED PARTY

Name John Deere Comapny
Address PO Box 4949, Syracuse, NY 13221

RECORD FEE 10.00
POSTAGE .50
#05360 0777 R01 T12:34
AUG 30 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXXXXX (Indicate whether amendment, termination, etc.) Termination</p>

1000
80

1985 AUG 30 PM 12:32
E. AUDREY COLLISON
CLERK

This was sent in as a Continuation - April 15, 1985
86706 Liber 484, Page 41



Dated 22 Aug. 1985

R. W. Edwards
(Signature of Secured Party)

R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

Mailed to Secured Party

TERMINATION STATEMENT

Identifying File No. _____

THE AMOUNT OF TAXABLE DEBT SUBJECT TO RECORDATION TAX AS PART OF THIS TRANSACTION IS: \$0.00.

This termination statement dated August 29, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR:

310 THIRD STREET, INC., t/a
O'LEARY'S SEAFOOD RESTAURANT
310 THIRD STREET
ANNAPOLIS, MARYLAND 21403

RECORD FEE 10.00

2. SECURED PARTY:

H. STERN AND COMPANY, INC.
SUITE 405
10400 CONNECTICUT AVENUE
KENSINGTON, MARYLAND 20895

POSTAGE .50
#99569 0237 R02 J15:06
AUG 30 85

3. MATURITY DATE OF OBLIGATION: None shown

4. THIS STATEMENT REFERS TO AN ORIGINAL FINANCING STATEMENT BEARING FILE NO. 253793 RECORDED ON SEPTEMBER 13, 1984.

5. THE SECURED PARTY CERTIFIES THAT THE SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE.

DEBTOR:

310 THIRD STREET, INC., t/a
O'Leary's Seafood Restaurant

SECURED PARTY:

H. STERN AND COMPANY, INC.

By: Thomas J. O'Leary, Pres.
Thomas J. O'Leary, President

By: Jerome I. Feldman,
Vice President

3860D-40

RETURN TO:

Council, Baradel, Kosmerl & Nolan, P.A.
222 Severn Avenue, P.O. Box 3323
Annapolis, Maryland 21403-0323

Mailed to: _____

RECEIVED FOR FILING
ANNAPOLIS, MARYLAND COUNTY
CR
1985 AUG 30 PM 3:15 CLERK
E. AUBREY COLLISON
CLERK

10.00
-50

TERMINATION STATEMENT

Identifying File No. _____

THE AMOUNT OF TAXABLE DEBT SUBJECT TO RECORDATION TAX AS PART OF THIS TRANSACTION IS: \$0.00.

This termination statement dated August 29, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR:

310 THIRD STREET, INC., t/a
O'LEARY'S SEAFOOD RESTAURANT
310 THIRD STREET
ANNAPOLIS, MARYLAND 21403

RECORD FEE 10.00

POSTAGE .50

#99570 C237 R02 T15:06

2. SECURED PARTY:

H. STERN AND COMPANY, INC.
SUITE 405
10400 CONNECTICUT AVENUE
KENSINGTON, MARYLAND 20895

AUG 30 85

3. MATURITY DATE OF OBLIGATION: None shown

4. THIS STATEMENT REFERS TO AN ORIGINAL FINANCING STATEMENT BEARING FILE NO. 255146 RECORDED ON JANUARY 9, 1984.

5. THE SECURED PARTY CERTIFIES THAT THE SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE.

DEBTOR:

310 THIRD STREET, INC., t/a
O'Leary's Seafood Restaurant

SECURED PARTY:

H. STERN AND COMPANY, INC.

By: Thomas J. O'Leary, Pres
Thomas J. O'Leary, President

By: [Signature]
Jerome I. Feldman,
Vice President

3860D-40

CR
CLERK

1985 AUG 30 PH 3: 15

E. AUSTIN COLLISON
CLERK

RETURN TO:

Council, Baradel, Kosmerl & Nolan, P.A.
222 Severn Avenue, P.O. Box 3323
Annapolis, Maryland 21403-0323

Mailed to: _____

10.00
.50

SUBORDINATION OF FINANCING STATEMENT

Identifying File No. _____

THE AMOUNT OF TAXABLE DEBT SUBJECT TO RECORDATION TAX AS PART OF THIS TRANSACTION IS: \$0.00.

This subordination statement dated August 29, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

482
347

1. DEBTOR:

310 Third Street, Inc. *- only name on orig.*
t/a O'Leary's Restaurant
310 Third Street
Annapolis, Maryland 21403

RECORD FEE 12.00

POSTAGE .50

2. SECURED PARTY:

Mark W. De Friece
8 Hull Avenue
Annapolis, Maryland 21403

#99571 C237 R02 115:07
AUG 30 85

3. MATURITY DATE OF OBLIGATION: None shown

4. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT BEARING FILE NUMBER 255559 RECORDED ON FEBRUARY 25, 1985.

5. THE SECURED PARTY CERTIFIES THAT THE SECURED PARTY SUBORDINATES THE SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE TO A FINANCING STATEMENT FROM THE DEBTOR IN FAVOR OF FRANK W. DE FRIECE, JR., HOLSTON PLAZA, SUITE 218, 516 HOLSTON AVENUE, BRISTOL, TENNESSEE 37620, WHICH FINANCING STATEMENT IS DATED AUGUST 29, 1985.

DEBTOR:

310 THIRD STREET, INC.,
t/a O'LEARY'S RESTAURANT

By: Thomas J. O'Leary, President

SECURED PARTY:

Mark W. De Friece

CR
CLERK

RECEIVED RECORD
CLERK ANNE ARUNDEL COUNTY

1985 AUG 30 PM 3:15

E. AUBREY COLLISON
CLERK

3861D-40

RETURN TO:

Council, Baradel, Kosmerl & Nolan, P.A.
222 Severn Avenue, P.O. Box 3323
Annapolis, Maryland 21403-0323

Mailed to: _____

12.00
50

258307

LIBER - 489 PAGE 219

Anne Arundel County

FINANCING STATEMENT

Identifying File No. _____

THE AMOUNT OF TAXABLE DEBT SUBJECT TO RECORDATION TAX AS PART OF THIS TRANSACTION IS: \$0.00. ALL RECORDATION TAXES HAVE BEEN PAID IN CONNECTION WITH THE FILING OF A DEED OF TRUST WHICH ALSO SECURES THIS TRANSACTION.

This financing statement dated August 29, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR:

310 Third Street, Inc.
t/a O'Leary's Restaurant
310 Third Street
Annapolis, Maryland 21403

RECORD FEE 12.00
POSTAGE .50

2. SECURED PARTY:

Frank W. De Friece, Jr.
Holston Plaza, Suite 218
516 Holston Avenue
Bristol, Tennessee 37620

#99572 0237 R02 115:07
AUG 30 85

3. MATURITY DATE OF OBLIGATION: February 28, 1986

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

All furniture, fixtures, machinery, equipment, inventory, liquor license, accounts receivable, general intangibles, instruments and money due to the above named debtors arising out of the operation of O'Leary's Restaurant located at 310 Third Street, Annapolis, Maryland 21403.

5. THE PROCEEDS OF COLLATERAL ARE ALSO COVERED.

DEBTOR:

310 THIRD STREET, INC.,
t/a O'LEARY'S RESTAURANT

SECURED PARTY:

By: Thomas J. O'Leary, Pres.
THOMAS J. O'LEARY, President

Frank W. De Friece, Jr.
FRANK W. DE FRIECE, JR.

3800D-40

RETURN TO:
Council, Baradel, Kosmerl & Nolan, P.A.
222 Severn Avenue, P.O. Box 3323
Annapolis, Maryland 21403-0323

Mailed to: _____

CLERK
1985 AUG 30 PM 3:15
E. AUSTIN COLLISON
CLERK

2-20
25

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 45,000-

FINANCING STATEMENT

Donna L. Zimmer, Patrick L. Murphy and Robert W. Zimmer
Name or Names—Print or Type

1542 Marlborough Court Crofton, A.A., Maryland 21114
Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Christopher Noss and G. Michael Wagner
Name or Names—Print or Type

9. Bernstein + Feldman PA 79 West Street, Annapolis, Maryland 21401
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
1. All goods of the debtor, including raw materials, or materials used or consumed in the business of the debtor, commonly referred to as inventory.
2. All personal property and fixtures of the debtor wherever located or whether now owned or in existence or hereafter acquired or created, including goods, documents, chattel paper and leases.

4. If above described personal property is to be affixed to real property, describe real property.

Christopher Michael's
109 Main Street
Annapolis, Maryland 21401

5. If collateral is crops, describe real estate.

RECORD FEE 13.00
RECORD TAX 315.00
POSTAGE .50
#05456 0345 R01 TOP:56
SEP 3 85

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S):

(Signature of Debtor)
Donna L. Zimmer

SECURED PARTY:

(Company, if applicable)
Christopher NOSS

Type or Print
Patrick L. Murphy

(Signature of Debtor)
Robert W. Zimmer

Type or Print

(Signature of Secured Party)
G. Michael Wagner

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Name and Address Alan W. Bernstein, Esq., P.O. Box 591, Annapolis, MD 21404

L. 3000 Proc. Form F-1

Mailed to: _____

13-w
315.00
50

1985 SEP - 3 AM 9:58
E. AUBREY COLLISON
CLERK



CROSS INDEX IN LAND RECORDS

258309

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 206 23RD is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 13.00
POSTAGE .50
#05462 0777 R01 T10:20
SEP 3 85

1. DEBTOR

Name Dolrod Corporation
Address 1560 Annapolis Road, Odenton (Fort Meade), Maryland 21113

2. SECURED PARTY

Name Dunkin' Donuts of America, Inc.
Address Post Office Box 317
Randolph, Massachusetts 02368

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) September 1990

4. This financing statement covers the following types (or items) of property: (list) **NONFIXTURES & FIXTURES:**
All of the machinery and equipment including signs now and hereafter located at the Dunkin' Donuts shop premised at 1560 Annapolis Road, Odenton (Fort Meade), Maryland 21113. This financing statement is to be recorded in the real estate records. The record owner of realty is: Sixth Dunkin' Donuts Realty, Inc.

1300

ASSIGNEE OF SECURED PARTY
New England Merchants Funding Corporation
Post Office Box 2332
Boston, MA 02107

PC 4800

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1560 Annapolis Road, Odenton (Fort Meade), Maryland

Legal description is attached.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dolrod Corporation
BY Robert Donahue
(Signature of Debtor)

Robert Donahue, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Dunkin' Donuts of America, Inc.

Charles J. Bennett
(Signature of Secured Party)

Charles J. Bennett, Director of Finance
Type or Print Above Signature on Above Line

(filed w/Anne Arundel County Clerk of the Circuit Court)

RETURN TO: DUNKIN DONUTS OF AMERICA.
Mailed to: PO BOX 317
RANDOLPH MASS. 02368



LIBER - 489 PAGE 222
AMENDMENT TO AGREEMENT OF SALE

THIS AMENDMENT TO AGREEMENT OF SALE is made this ^{10th} day of *August*, 1984, by and between ODENTON ENTERPRISES, INC. (hereinafter "SELLER") and SIXTH DUNKIN' DONUTS REALTY, INC. (hereinafter "BUYER").

WITNESSETH:

WHEREAS, on the 6th day of April, 1984, SELLER and BUYER entered into an Agreement of Sale (hereinafter "AGREEMENT") for the premises known and numbered as Annapolis Road, FT. Meade, Maryland; and

WHEREAS, SELLER and BUYER now wish to amend said AGREEMENT to insert the correct legal description of the demised premises;

NOW, THEREFORE, for ONE DOLLAR (\$1.00) and other valuable consideration, it is mutually agreed by and between the parties as follows:

1. That the legal description of the demised premises is hereby amended to read as follows:

Beginning for the same at a iron pipe found that marks the end of the third or North 84 degree 46 minute 20 second West 223.83 foot line in that conveyance from A-G FOODS, INC. to George Antonis and Athena Antonis, his wife by deed dated February 04, 1969, and recorded among the Land Records of Anne Arundel County, in Liber M.S.H. 2242, folio 325, said point is also on the easternmost side of Maryland Route #175, thence from the point of beginning so fixed and leaving said conveyance to Antonis, et, al. and binding on the easternmost side of Maryland Route #175, 1) along a curve to the left having a radius of 2,894.79 feet, and a arc length of 90.79 feet, and a chord of North 00 degrees 25 minutes 45 seconds East 90.79 feet to a iron pipe found, thence leaving the easternmost side of Maryland Route #175 and binding on the northernmost outline of that conveyance from Frances Milwicz, widow, to Odenton Enterprises, Inc. by deed dated November 25, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1353, folio 59, 2) North 85 degrees 24 minutes 20 seconds East 212.61 feet to a iron pipe set, thence running for a new line of division through the above mentioned conveyance to Odenton Enterprises, Inc. 3) South 04 degrees 35 minutes 40 seconds East 128.62 feet to a iron pipe found that marks the beginning of the above mentioned third line of the above mentioned conveyance to Antonis, et. al, thence linding on siad third line 4) North 84 degrees 46 minutes 20 seconds West 223.83 feet to the point of beginning.

Containing 23,777 square feet of 0.5459 acres of land, more or less within the bounds of this description according to a survey prepared by SEVERN SURVEYS, INC. Millersville, Maryland in April, 1984.

Being a part of that conveyance from Frances Milwicz, widow, to Odenton Enterprises, Inc. by deed dated November 25, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1353, folio 59.

8/27/85

FINANCING STATEMENT

258310

- To be recorded:
- (1) with State Department of Assessments and Taxation / X /
 - (2) in Land Records of Anne Arundel County / X /
 - (3) in the Financing Records of Anne Arundel County / X /

Not Subject to Recordation Tax

This Financing Statement evidences and publicizes the lien and provisions of the Purchase Money Deed of Trust and Security Agreement securing a debt of Bituminous Construction, Inc., in the principal amount of \$1,385,000.00. All required documentary stamps have been affixed to the Deed of Trust.

NAME AND ADDRESS OF DEBTOR:

Bituminous Construction, Inc.
 2700 Loch Raven Road
 Baltimore, Maryland 21218
 Attn: President

NAMES AND ADDRESSES OF SECURED PARTIES:

Lender:

E. Stewart Mitchell, Inc.
 1400 Ceddox Avenue
 Baltimore, Maryland 21226
 Attn: President

Trustee(s) Under Deed of Trust:

Harry C. Blumenthal and
 Robert I. Hankey, Trustees
 1400 Ceddox Avenue
 Baltimore, Maryland 21226

1. This Financing Statement covers the following items of property:

All of the manufacturing machinery and equipment and other personal property described on Exhibit A attached hereto and forming a part hereof, and any additions or replacements thereto, now or hereafter located on or affixed to, or related to that parcel of land situated in Anne Arundel County, Maryland and more fully described in Exhibit B attached hereto as a part hereof, and used in the Debtor's manufacture and processing of asphalt.

2. Proceeds and products of the collateral are covered.

Dated: August 28, 1985

DEBTOR SIGNATURE:

ATTEST:

BITUMINOUS CONSTRUCTION, INC.

Cheryl T. Chapline

By: Raul D. Fitzgerald -President

Return to M. Willson Offutt, IV, Esquire at Suite 110, 80 West Street, Annapolis, Maryland 21401

4331E

1985 SEP -3 PM 3:17
 CLERK
 RECORDS FEE
 POSTAGE
 45.00
 15.50
 60115613
 SEP 3 1985

US-12

8/28/85

EXHIBIT A

LIBER - 489 PAGE 224

Make- Astec
Model- Drum-Mix 600 Ton per Hour
Serial Number- 76-024
Year- First New Season 1977

COLD FEED

- 1) 6 Compartment Heavy-Duty Feeder Bins
Model FH-50
Heavy-Duty Grissy on Bank-Run Bins. (2)
Belt Feeders- 24 inches wide by 2 Ply with 1/8 by 1/32 Long Life
Cover 20' - 0" - Long.
D. C. Drive Control- 11C59 - 3 H. P. D. C. Minipak- Reliance
D. C. Motor- Reliance T18G4020 - 3 H. P.; 180V Armature, TEFC,
1750 R. P. M. - 1810ATCZ - 180 TC - Frame
Gates- Material Flow Switch- Duracool Gate operating Wormgear-
Browning
Gate Operating Worm- Browning

VERTICAL COLLECTING CONVEYOR

- 2) Conveyor Belt- 30 inches wide 2 Ply with 1/8 by 1/32 Goodrich
302' - 0" Long.
Drive- 25 H. P., 1800 R. P. M., 284T Frame 3/60/220 - 440 TEFC
Speed Reducer - Falk 1307J14

INCLINE CONVEYOR

- 3) Conveyor Belt- 30 inches wide, 2 Ply with 1/8 by 1/32 Goodrich
125' - 0" Long.
Drive- 20 H. P., 1800 R. P. M., 254T Frame 3/60/220 - 440 TEFC
Speed Reducer- Falk 1215J14
Tac Generator- Ramsey Engineering- 60 - 120
Load Cell- Transducers - BTL-FF-62H-CD-750

SLINGER CONVEYOR

- 4) Conveyor Belt- 30 inches wide HI Temp 3/8 by 1/8 39' - 2" Long
Drive- 7-1/2 H. P., 1800 R. P. M., 213T Frame 3/60/220 -440
TEFC
Speed Reducer- Falk 1203J04

WASTE CONVEYOR DRUM

- 5) Conveyor Belt- 30 inches wide, 2 Ply with 1/8 by 1/32 Goodrich
91' - 0" Long.
Drive- 15 H. P., 1800 R. P. M., 254T Frame 3/60/220-440 TEFC
Speed Reducer- Falk 1215J14

DRAG CONVEYOR

- 7) 600 T. P. H. - 36 inches by 200 feet Long with bottom and side
liners, also Heated.
Drive- 75 H. P., O. D. P., 1800 R. P. M., 36ST Frame, 3/60/220 -
440
Speed Reducer- 110FC2 25 : 1 Concentric Shaft Reducer, Double
Reduction, 25.59 : 1 Falk.

TWO-TRAVERSE

- 8) 600 T. P. H. - 36 inches by 25 feet Long with bottom and side
Liners.
Drive- 15 H. P., O. D. P., 1800 R. P. M., 254T Frame 3/60/220-
440 TEFC
Speed Reducer- 2315J 25 : 1 - shaft mounted reducer, double reduc-
tion 25.72 : 1

(3) STORAGE BINS

- 9) Make- Astec 200 Ton Hot Mix Storage Bins
Model- HB-4075
Rotating Spreader- Rotek
Speed Reducer- Hasagawa VMC125 Double Reduction Worm gear
reducer. 108 : 1 Ratio.
Drive- 3 H. P., C-Flange 3/60/220 - 440 182TC Frame- Browning
Low and High Bin indicators.
Bottom Gate Oil Seal Assy.
Bin Top and Bottom Air Regulators.
Hot Oil Pump- Roper - 3617GHFRV - Spec - 2422 2 inch Flanged
3.20 : 1 Gear Ratio Relief Valve Set 45
p. s. i. g. 92 G. P. M.
Bins- completely heated.

VENTURI SYSTEM

70,000 C. F. M. Draft
Dust Collection System

VENTURI SYSTEM

- 10) (1) - Hydraulic Pump Package
Make- Continental R2G-FSMT-HI-FI-MZK PVR1- 6B10 Pump.

VENTURI SYSTEM

- 11) (1) - Separator- make Astec wear plate 1/4 inch AR

(2) - Water Pump- make Marlow
Serial Number - S97085
Model - 42SEL-1-Spec 0586200
R. P. M. - 1750
Size - 4 inches
H. P. - 10
G. P. M. - 443

VENTURI SYSTEM

- 12) (1) - 2 - Fans - 71-1/4 inches by 29-3/4 inches - make Astec
 Drive- 4 - 150 H. P. 1800 R. P. M. Frame 444T
 3PH/60H2/550 Volt Lincoln.
 Fan R. P. M. - 1000

- (2) - 2 - Dampers- make Astec.
 2 41-OT 20 Fan Wheels - make Barry
 4 15/16 Bore 1-CW 1-CCW
 2 Shafts 4 15/16 x 5' - 8 1/2" long

VENTURI SYSTEM

- 13) Rotary Vane Feeder
 Make- Meyers
 Model- 18 X 18
 Chrome Plate Interior
 Set of Adjustable Stainless Steel Seal Strips
 Model D Discharge Adapter for 6 inch pipe.
 Chain Drive at 17 R. P. M.
 Drive- 3 H.P., TEFC Gear Motor, 3/60/230 - 460V

VENTURI SYSTEM

- 14) Fines Blower- make Gardner Denver 7POR14 - Horiz - R/H Inlet,
 C. W. - Rotation
 Drive- 40 H. P., 1800 R. P. M., O. D. P. Encapsulated 324T
 Frame. 3PH/60Hz/550 Volt.
 Relief Valve- make Meyers Full Flow, 3 inch size Weighted to
 6 P. S. I. G.
 Check Valve- make FWI Inc. Insert Disc ANSI 150, 4 inches Norm
 Size standard
 Filter Silencer- make Hauck model - FSB-3008
 V Belts- make G. Y. 5V-1120 Number Required: 3

1- 18 X 18 H.D. open end drop-through feeder for 400' max.
 Chrome plated interior of housing set stainless steel strips on
 rotor, set lantern ring shaft seal with grease fittings

VENTURI SYSTEM

- 15) Wet Scrubber- make Astec.
1- Exhaust stack attenuator (muffler)

VENTURI SYSTEM

- 16) Settling Ponds
Make- E. S. M.
Size- 39 feet by 48 feet Average Depth- 2-1/2 feet
Capacity- 35,000 gallons

ASPHALT STORAGE TANK

- 17) Make- E. S. M.
Heated
Capacity- 60,000 gallons

HOT OIL HEATER

- 18) Make- Hy-Way
Model- 77CFL
Serial Number 3068

2 PLANT AIR COMPRESSOR

- 19) Make- Quincy
Model- 390
Serial Number- B136983

SCALPER

- 20) Make- Deister
Type- 4 feet by 14 feet Dual Deck

DRIER

- 21) Make- Astec
Model- FM-4010
10 feet by 40 feet Stationary Flo-Mix Drum Mix.

COMPUTER

- 22) Make- Selectron System
Computer model - PDP8A

CONTROL HOUSE

- 23) Make- Astec
Model- Command I --- CH-1

TRUCK SCALE

- 24) Make- Thurman
Model- 35PT-25X10TCP
Serial Number- 78 PT 6887
Size- 75 feet by 10 feet
Deck- steel
Capacity- 100,000 pounds (50 Tons)

Make - Winslow
Model - 50 ton 60' X 10'
Type S
Size 60 feet by 10 feet
Deck Steel
Capacity - 100,000 pounds (50 ton)

Make - Cardinal Digital Readout
Model DWI-2
Serial No. 31582
Capacity - 99,980 pounds

DRIER BURNER

25)

Make- Genco
Model- FP162
Serial Number- 3233-S

Genco Gencontrol System
Model- Gen 11-8
Serial Number- 2503-L

DIESEL STORAGE TANK

26)

Make- Buffalo
Capacity- 22,031 gallons

27) BRG SCREENING PLANT

- 1 AEI 18" X 40' long 42" deep truss lattice frame conveyor
15 T.P.H. capacity, 450 FPM Belt Speed
SN-78X20
- 1 AEI 24" X 50' long 42" deep truss lattice frame conveyor
300 T.P.H. capacity, 450 FPM belt speed
SN-78X22
- 1 Atlas 24" X 102' long 42" deep truss lattice frame conveyor
350 T.P.H. capacity, 350 FPM belt speed
SN-24-70-741195 Model #180
- 1 E.S.M. Design 14'5" X 12'4" Hopper
50 ton capacity
SN-H.M.50T-1979
- 1 Screening Deck
Cedar Rapids - 4' X 10' - 2 deck horizontal - vibrating screen
with V belt drive

28) Remote Electronic Cardinal Scale

EXHIBIT B

All that lot of ground situate in Anne Arundel County in the State of Maryland and described as follows, that is to say:

BEGINNING for the same at the end of the eighth or North 02 degrees 39 minutes 30 seconds West 168.57 feet line of the fourth parcel of that land which by deed dated September 20, 1968 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2209 in Folio 92 was granted and conveyed by James P. Barton, Trustee, et al, to James P. Barton and Mary I. Mitchell (also known as Irene Barton Mitchell), and running thence reversely with and binding on the eighth through the third lines of a parcel of land described in the deed mentioned above, as now corrected to the Maryland State Grid Bearings, more or less, the following six (6) courses and distances, viz:

- (1) South 11 degrees 39 minutes 30 seconds East 168.57 feet,
- (2) South 41 degrees 16 minutes 30 seconds West 262.3 feet,
- (3) South 37 degrees 55 minutes 30 seconds West 194.4 feet,
- (4) South 51 degrees 54 minutes 30 seconds West 306.2 feet,
- (5) South 10 degrees 48 minutes 30 seconds East 260.9 feet, and
- (6) South 79 degrees 26 minutes 30 seconds West 221.2 feet, to the

East side of Brager Station Road (also known as Myers Station Road), thence running with and binding on the East side of said road and also reversely with the second and first lines of the parcel of land described in the deed mentioned above, the following (2) courses and distances, viz:

- (7) North 13 degrees 01 minutes West 636.94 feet, and

(8) 202.3 feet along the arc of a curve to the left, having a radius of 366 feet and a chord bearing North 29 degrees 09 minutes West 196.76 feet, thence continuing with the East side of Brager Station Road as now corrected to the Maryland State Grid Bearings, more or less, the following three courses and distances, viz:

- (9) North 39 degrees West 202.13 feet,
- (10) North 28 degrees West 455 feet, more or less, and
- (11) North 61 degrees West 800 feet, more or less, thence leaving

Brager Station Road and running with the fillet to the Center line of the W. B. & A. Railroad Right of Way, a chord bearing,

(12) North 32 degrees West 180 feet more or less, thence running with and binding on the Centerline of said W. B. & A Railroad Right of Way,

(13) North 19 degrees East 1420 feet more or less, thence leaving said Centerline for a new line of division between the W3 and the DD zones,

(14) South 35 degrees 21 minutes East 2730 feet more or less, to the place of beginning, containing 60 acres of land more or less.

Mailed to: Pathmark Telle

STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time and Filing Office)
E. STEWART MITCHELL, INC. 1400 Ceddox Street P.O. Box 2799 Baltimore, Maryland 21225	UNION TRUST COMPANY OF MARYLAND 210 Guilford Avenue Baltimore, Maryland 21202 Attn: Commercial Finance Department	

4. This statement refers to original Financing Statement bearing File No. 253074
 Filed with Anne Arundel County Date Filed August 3 1984
Financing Statement
 Records

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. See Exhibit A attached hereto and made a part hereof

RECORDED
 POSTAGE
 #05548 C345 R01 715/14
 SEP 3 85

No. of additional Sheets presented: 11

By: _____
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 (1) Filing Officer Copy - Alphabetical

By: [Signature]
 Signature(s) of Secured Party(ies)

UNION TRUST COMPANY OF MARYLAND

STANDARD FORM - FORM UCC-3

1985 SEP -3 PM 3:17
 E. AUBREY COLLISON
 CLERK

49. w

COLLATERAL BEING RELEASED

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods or personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described), now owned and hereafter acquired and now and hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) located in Anne Arundel County, Maryland, and more particularly described in EXHIBIT B attached hereto and made a part hereof.

(b) All of Debtor's accounts receivable in respect of the Agreement of Lease dated May 5, 1980 by and between Debtor, as Landlord, and Bituminous Construction, Inc., as Tenant, covering, among other things, the land described in EXHIBIT B attached hereto and made a part hereof, and any extensions and renewals thereof and substitutions therefore, whether said accounts receivable are in existence or hereafter created; but only to the extent such accounts receivable arise with respect to the land described in EXHIBIT B and the improvements thereon.

(c) Those items of collateral specifically described in EXHIBIT C attached hereto and made a part hereof.

BEGINNING for the same at the end of the eighth or North $02^{\circ} 39' 30''$ West 168.57 feet line of the fourth parcel of that land which by deed dated September 20, 1968 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2209 in Folio 92 was granted and conveyed by James P. Barton, Trustee, et al, to James P. Barton and Mary I. Mitchell (also known as Irene Barton Mitchell), and running thence reversely with and binding on the eighth through the third lines of a parcel of land described in the deed mentioned above, as now corrected to the Maryland State Grid Bearings, more or less, the following six (6) courses and distances, viz:

- (1) South $11^{\circ} 39' 30''$ East 168.57 feet,
- (2) South $41^{\circ} 16' 30''$ West 262.3 feet,
- (3) South $37^{\circ} 55' 30''$ West 194.4 feet,
- (4) South $51^{\circ} 54' 30''$ West 306.2 feet,
- (5) South $10^{\circ} 48' 30''$ East 260.9 feet, and
- (6) South $79^{\circ} 26' 30''$ West 221.2 feet, to the East

side of Brager Station Road (also known as Myers Station Road), thence running with and binding on the East side of said road and also reversely with the second and first lines of the parcel of land described in the deed mentioned above, the following two (2) courses and distances, viz:

- (7) North $13^{\circ} 01'$ West 636.94 feet, and
- (8) 202.3 feet along the arc of a curve to the left, having a radius of 366 feet and a chord bearing North $29^{\circ} 09'$ West 196.76 feet, thence continuing with the East side of Brager Station Road as now corrected to the Maryland State Grid Bearings, more or less, the following three courses and distances, viz:

- (9) North 39° West 202.13 feet,

4063E

LIBER - 489 PAGE 237

(10) North 28° West 455 feet, more or less, and
(11) North 61° West 800 feet, more or less, thence
leaving Brager Station Road and running with the fillet to the
Centerline of the W.B. & A. Railroad Right of Way, a chord
bearing,

(12) North 32° West 180 feet more or less, thence
running with and binding on the Centerline of said W.B. & A.
Railroad Right of Way,

(13) North 19° East 1420 feet more or less, thence
leaving said Centerline for a new line of division between the
W3 and the DD zones,

(14) South 35° 21' East 2730 feet more or less, to
the place of beginning containing 60 acres of land more or less.

BEING all of parcel four and part of parcels one, two,
and six of that land which by deed dated September 20, 1968 and
recorded among the Land Records of Anne Arundel County,
Maryland in Liber M.S.H. 2209 at Folio 92, was granted and
conveyed by James P. Barton, Trustee, et al, to James P. Barton
and Mary I. Mitchell, (also known as Irene Barton Mitchell).

EXHIBIT C

Make-	Astec
Model-	Drum-Mix 600 Ton per Hour
Serial Number-	76-024
Year-	First New Season 1977

COLD FEED

- 1) 6 Compartment Heavy-Duty Feeder Bins
Model FH-50
Heavy-Duty Grissy on Bank-Run Bins. (2)
Belt Feeders- 24 inches wide by 2 Ply with 1/8 by 1/32 Long Life
Cover 20' - 0" - Long.
D. C. Drive Control- 11C59 - 3 H. P. D. C. Minipak- Reliance
D. C. Motor- Reliance T18G4020 - 3 H. P.; 180V Armature, TEFC,
1750 R. P. M. - 1810ATCZ - 180 TC - Frame
Gates- Material Flow Switch- Duracool Gate operating Wormgear-
Browning
Gate Operating Worm- Browning

VERTICAL COLLECTING CONVEYOR

- 2) Conveyor Belt- 30 inches wide 2 Ply with 1/8 by 1/32 Goodrich
302' - 0" Long.
Drive- 25 H. P., 1800 R. P. M., 284T Frame 3/60/220 - 440 TEFC
Speed Reducer - Falk 1307J14

INCLINE CONVEYOR

- 3) Conveyor Belt- 30 inches wide, 2 Ply with 1/8 by 1/32 Goodrich
125' - 0" Long.
Drive- 20 H. P., 1800 R. P. M., 254T Frame 3/60/220 - 440 TEFC
Speed Reducer- Falk 1215J14
Tac Generator- Ramsey Engineering- 60 - 120
Load Cell- Transducers - BTL-FF-62H-CD-750

SLINGER CONVEYOR

- 4) Conveyor Belt- 30 inches wide Hi Temp 3/8 by 1/8 39' - 2" Long
Drive- 7-1/2 H. P., 1800 R. P. M., 213T Frame 3/60/220 -440
TEFC
Speed Reducer- Falk 1203J04

WASTE CONVEYOR DRUM

- 5) Conveyor Belt- 30 inches wide, 2 Ply with 1/8 by 1/32 Goodrich
91' - 0" Long.
Drive- 15 H. P., 1800 R. P. M., 254T Frame 3/60/220-440 TEFC
Speed Reducer- Falk 1215J14

DRAG CONVEYOR

- 7) 600 T. P. H. - 36 inches by 200 feet Long with bottom and side
liners, also Heated.
Drive- 75 H. P., O. D. P., 1800 R. P. M., 36ST Frame, 3/60/220 -
440
Speed Reducer- 110FC2 25 : 1 Concentric Shaft Reducer, Double
Reduction, 25.59 : 1 Falk.

TWO-TRAVERSE

- 8) 600 T. P. H. - 36 inches by 25 feet Long with bottom and side
Liners.
Drive- 15 H. P., O. D. P., 1800 R. P. M., 254T Frame 3/60/220-
440 TEFC
Speed Reducer- 2315J 25 : 1 - shaft mounted reducer, double reduc-
tion 25.72 : 1

(3) STORAGE BINS

- 9) Make- Astec 200 Ton Hot Mix Storage Bins
Model- HB-4075
Rotating Spreader- Rotek
Speed Reducer- Hasagawa VMC125 Double Reduction Worm gear
reducer. 108 : 1 Ratio.
Drive- 3 H. P., C-Flange 3/60/220 - 440 182TC Frame- Browning
Low and High Bin indicators.
Bottom Gate Oil Seal Assy.
Bin Top and Bottom Air Regulators.
Hot Oil Pump- Roper - 3617GHFRV - Spec - 2422 2 inch Flanged
3.20 : 1 Gear Ratio Relief Valve Set 45
p. s. i. g. 92 G. P. M.
Bins- completely heated.

VENTURI SYSTEM

70,000 C. F. M. Draft
Dust Collection System

VENTURI SYSTEM

- 10) (1) - Hydraulic Pump Package
Make- Continental R2G-FSMT-Hi-FI-MZK PVR1- 6B10 Pump.

VENTURI SYSTEM

- 11) (1) - Separator- make Astec wear plate 1/4 inch AR

- (2) - Water Pump- make Marlow
Serial Number - S97085
Model - 42SEL-1-Spec 0586200
R. P. M. - 1750
Size - 4 inches
H. P. - 10
G. P. M. - 443

VENTURI SYSTEM

12) (1) - 2 - Fans - 71-1/4 inches by 29-3/4 inches - make Astec
Drive- 4 - 150 H. P. 1800 R. P. M. Frame 444T
3PH/60H2/550 Volt Lincoln.
Fan R. P. M. - 1000

(2) - 2 - Dampers- make Astec.

2 41-OT 20 Fan Wheels - make Barry
4 15/16 Bore 1-CW 1-CCW

2 Shafts 4 15/16 x 5' - 8 1/2" long

VENTURI SYSTEM

13) Rotary Vane Feeder
Make- Meyers
Model- 18 X 18
Chrome Plate Interior
Set of Adjustable Stainless Steel Seal Strips
Model D Discharge Adapter for 6 inch pipe.
Chain Drive at 17 R. P. M.
Drive- 3 H.P., TEFC Gear Motor, 3/60/230 - 460V

VENTURI SYSTEM

14) Fines Blower- make Gardner Denver 7POR14 - Horiz - R/H Inlet,
C. W. - Rotation
Drive- 40 H. P., 1800 R. P. M., O. D. P. Encapsulated 324T
Frame. 3PH/60Hz/550 Volt.
Relief Valve- make Meyers Full Flow, 3 inch size Weighted to
6 P. S. I. G.
Check Valve- make FWI Inc. Insert Disc ANSI 150, 4 inches Norm
Size standard
Filter Silencer- make Hauck model - FSB-3008
V Belts- make G. Y. 5V-1120 Number Required: 3

1- 18 X 18 H.D. open end drop-through feeder for 400' max.
Chrome plated interior of housing set stainless steel strips on
rotor, set lantern ring shaft seal with grease fittings

VENTURI SYSTEM

- 15) Wet Scrubber- make Astec.
1- Exhaust stack attenuator (muffler)

VENTURI SYSTEM

- 16) Settling Ponds
Make- E. S. M.
Size- 39 feet by 48 feet Average Depth- 2-1/2 feet
Capacity- 35,000 gallons

ASPHALT STORAGE TANK

- 17) Make- E. S. M.
Heated
Capacity- 60,000 gallons

HOT OIL HEATER

- 18) Make- Hy-Way
Model- 77CFL
Serial Number 3068

2 PLANT AIR COMPRESSOR

- 19) Make- Quincy
Model- 390
Serial Number- B136983

SCALPER

- 20) Make- Deister
Type- 4 feet by 14 feet Dual Deck

DRIER

- 21) Make- Astec
Model- FM-4010
10 feet by 40 feet Stationary Flo-Mix Drum Mix.

COMPUTER

- 22) Make- Selectron System
Computer model - PDP8A

CONTROL HOUSE

- 23) Make- Astec
Model- Command I --- CH-1

TRUCK SCALE

- 24) Make- Thurman
Model- 35PT-25X10TCP
Serial Number- 78 PT 6887
Size- 75 feet by 10 feet
Deck- steel
Capacity- 100,000 pounds (50 Tons)

Make - Winslow
Model - 50 ton 60' X 10'
Type S
Size 60 feet by 10 feet
Deck Steel
Capacity - 100,000 pounds (50 ton)

Make - Cardinal Digital Readout
Model DWI-2
Serial No. 31582
Capacity - 99,980 pounds

DRIER BURNER

25)

Make- Genco
Model- FP162
Serial Number- 3233-S

Genco Gencontrol System
Model- Gen 11-8
Serial Number- 2503-L

DIESEL STORAGE TANK

26)

Make- Buffalo
Capacity- 22,031 gallons

27) BRG SCREENING PLANT

- 1 AEI 18" X 40' long 42" deep truss lattice frame conveyor
15 T.P.H. capacity, 450 FPM Belt Speed
SN-78X20
- 1 AEI 24" X 50' long 42" deep truss lattice frame conveyor
300 T.P.H. capacity, 450 FPM belt speed
SN-78X22
- 1 Atlas 24" X 102' long 42" deep truss lattice frame conveyor
350 T.P.H. capacity, 350 FPM belt speed
SN-24-70-741195 Model #180
- 1 E.S.M. Design 14'5" X 12'4" Hopper
50 ton capacity
SN-H.M.50T-1979
- 1 Screening Deck
Cedar Rapids - 4' X 10' - 2 deck horizontal - vibrating screen
with V belt drive

28) Remote Electronic Cardinal Scale

Mailed to: Pathmark Tuttle

FINANCING STATEMENT

258311

- To be recorded:
- | | | |
|-----|---|--------------|
| (1) | with State Department of Assessments and Taxation | / <u>X</u> / |
| (2) | in ^{the Financing} Land Records of <u>Balto. City</u>
Anne Arundel County | / <u>X</u> / |
| (3) | in the Financing Records of Anne Arundel County | / <u>X</u> / |

Not Subject to Recordation Tax

This Financing Statement evidences and publicizes the lien and provisions of the Purchase Money Deed of Trust and Security Agreement securing a debt of G & H Partnership, in the principal amount of \$200,000.00. All required documentary stamps have been affixed to the Deed of Trust.

NAME AND ADDRESS OF DEBTOR:

G & H Partnership
2313 Saint Paul Street
Baltimore, Maryland 21218
Attn: Harry Ratrie

NAMES AND ADDRESSES OF SECURED PARTIES:Lender:

E. Stewart Mitchell, Inc.
1400 Ceddox Avenue
Baltimore, Maryland 21226
Attn: President

Trustee(s) Under Deed of Trust:

Harry C. Blumenthal and
Robert I. Hankey, Trustees
1400 Ceddox Avenue
Baltimore, Maryland 21226

1. This Financing Statement covers the following items of property:

- (a) All of the Debtor's right, title and interest in the manufacturing machinery and equipment and other personal property described on Exhibit A attached hereto and forming a part hereof, and any additions or replacements thereto, now or hereafter located on or affixed to, or related to that parcel of land situated in Anne Arundel County, Maryland and more fully described in Exhibit B attached hereto as a part hereof, and used in the manufacture and processing of asphalt.
- (b) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by

RECORD FEE 50.00
FV 50
#03347 0345 ROL J1515
SEP 3 85

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CLERK ANNE ARUNDEL COUNTY
1985 SEP -3 PM 3:17
E. AUBREY COLLISON
CLERK



50.00
SEP 3 85

the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

- (c) All accounts, accounts receivable, contract rights and general intangibles in respect of or growing out of any and all leases and/or subleases executed by the Debtor, as lessor, for or in connection with the lease or sublease of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease and/or sublease pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases and/or subleases are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.
3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel of land and the improvements now or hereafter existing thereon located in Anne Arundel County, Maryland, which said parcel contains, in the aggregate, approximately sixty (60) acres of land, more or less, and which said parcel is more fully described in Exhibit B attached hereto as a part hereof.

Dated: August 28, 1985

WITNESS
ATTEST:

M. Lucinda Motzler

DEBTOR SIGNATURE:

G & H PARTNERSHIP

By: Harry L. Laine
-President
PARTNER

Return to M. Willson Offutt, IV, Esquire at Suite 110, 80 West Street, Annapolis, Maryland 21401

8/28/85

EXHIBIT A

Make- Astec
Model- Drum-Mix 600 Ton per Hour
Serial Number- 76-024
Year- First New Season 1977

COLD FEED

- 1) 6 Compartment Heavy-Duty Feeder Bins
Model FH-50
Heavy-Duty Grissy on Bank-Run Bins. (2)
Belt Feeders- 24 inches wide by 2 Ply with 1/8 by 1/32 Long Life
Cover 20' - 0" - Long.
D. C. Drive Control- 11C59 - 3 H. P. D. C. Minipak- Reliance
D. C. Motor- Reliance T18G4020 - 3 H. P.; 180V Armature, TEFC,
1750 R. P. M. - 1810ATCZ - 180 TC - Frame
Gates- Material Flow Switch- Duracool Gate operating Wormgear-
Browning
Gate Operating Worm- Browning

VERTICAL COLLECTING CONVEYOR

- 2) Conveyor Belt- 30 inches wide 2 Ply with 1/8 by 1/32 Goodrich
302' - 0" Long.
Drive- 25 H. P., 1800 R. P. M., 284T Frame 3/60/220 - 440 TEFC
Speed Reducer - Falk 1307J14

INCLINE CONVEYOR

- 3) Conveyor Belt- 30 inches wide, 2 Ply with 1/8 by 1/32 Goodrich
125' - 0" Long.
Drive- 20 H. P., 1800 R. P. M., 254T Frame 3/60/220 - 440 TEFC
Speed Reducer- Falk 1215J14
Tac Generator- Ramsey Engineering- 60 - 120
Load Cell- Transducers - BTL-FF-62H-CD-750

SLINGER CONVEYOR

- 4) Conveyor Belt- 30 inches wide HI Temp 3/8 by 1/8 39' - 2" Long
Drive- 7-1/2 H. P., 1800 R. P. M., 213T Frame 3/60/220 -440
TEFC
Speed Reducer- Falk 1203J04

WASTE CONVEYOR DRUM

- 5) Conveyor Belt- 30 inches wide, 2 Ply with 1/8 by 1/32 Goodrich
91' - 0" Long.
Drive- 15 H. P., 1800 R. P. M., 254T Frame 3/60/220-440 TEFC
Speed Reducer- Falk 1215J14

DRAG CONVEYOR

- 7) 600 T. P. H. - 36 inches by 200 feet Long with bottom and side
liners, also Heated.
Drive- 75 H. P., O. D. P., 1800 R. P. M., 36ST Frame, 3/60/220 -
440
Speed Reducer- 110FC2 25 : 1 Concentric Shaft Reducer, Double
Reduction, 25.59 : 1 Falk.

TWO-TRAVERSE

- 8) 600 T. P. H. - 36 inches by 25 feet Long with bottom and side
Liners.
Drive- 15 H. P., O. D. P., 1800 R. P. M., 254T Frame 3/60/220-
440 TEFC
Speed Reducer- 2315J 25 : 1 - shaft mounted reducer, double reduc-
tion 25.72 : 1

(3) STORAGE BINS

- 9) Make- Astec 200 Ton Hot Mix Storage Bins
Model- HB-4075
Rotating Spreader- Rotek
Speed Reducer- Hasagawa VMC125 Double Reduction Worm gear
reducer. 108 : 1 Ratio.
Drive- 3 H. P., C-Flange 3/60/220 - 440 182TC Frame- Browning
Low and High Bin indicators.
Bottom Gate Oil Seal Assy.
Bin Top and Bottom Air Regulators.
Hot Oil Pump- Roper - 3617GHFRV - Spec - 2422 2 Inch Flanged
3.20 : 1 Gear Ratio Relief Valve Set 45
p. s. i. g. 92 G. P. M.
Bins- completely heated.

VENTURI SYSTEM

70,000 C. F. M. Draft
Dust Collection System

VENTURI SYSTEM

- 10) (1) - Hydraulic Pump Package
Make- Continental R2G-FSMT-HI-FI-MZK PVR1- 6B10 Pump.

VENTURI SYSTEM

- 11) (1) - Separator- make Astec wear plate 1/4 inch AR

- (2) - Water Pump- make Marlow
Serial Number - S97085
Model - 42SEL-1-Spec 0586200
R. P. M. - 1750
Size - 4 inches
H. P. - 10
G. P. M. - 443

VENTURI SYSTEM

- 12) (1) - 2 - Fans - 71-1/4 inches by 29-3/4 inches - make Astec
Drive- 4 - 150 H. P. 1800 R. P. M. Frame 444T
3PH/60H2/550 Volt Lincoln.
Fan R. P. M. - 1000

- (2) - 2 - Dampers- make Astec.
2 41-OT 20 Fan Wheels - make Barry
4 15/16 Bore 1-CW 1-CCW
2 Shafts 4 15/16 x 5' - 8 1/2" long

VENTURI SYSTEM

- 13) Rotary Vane Feeder
Make- Meyers
Model- 18 X 18
Chrome Plate Interior
Set of Adjustable Stainless Steel Seal Strips
Model D Discharge Adapter for 6 inch pipe.
Chain Drive at 17 R. P. M.
Drive- 3 H.P., TEFC Gear Motor, 3/60/230 - 460V

VENTURI SYSTEM

- 14) Fines Blower- make Gardner Denver 7POR14 - Horiz - R/H Inlet,
C. W. - Rotation
Drive- 40 H. P., 1800 R. P. M., O. D. P. Encapsulated 324T
Frame. 3PH/60Hz/550 Volt.
Relief Valve- make Meyers Full Flow, 3 inch size Weighted to
6 P. S. I. G.
Check Valve- make FWI Inc. Insert Disc ANSI 150, 4 Inches Norm
Size standard
Filter Silencer- make Hauck model - FSB-3008
V Belts- make G. Y. 5V-1120 Number Required: 3

1- 18 X 18 H.D. open end drop-through feeder for 400' max.
Chrome plated interior of housing set stainless steel strips on
rotor, set lantern ring shaft seal with grease fittings

VENTURI SYSTEM

- 15) Wet Scrubber- make Astec.
1- Exhaust stack attenuator (muffler)

VENTURI SYSTEM

- 16) Settling Ponds
Make- E. S. M.
Size- 39 feet by 48 feet Average Depth- 2-1/2 feet
Capacity- 35,000 gallons

ASPHALT STORAGE TANK

- 17) Make- E. S. M.
Heated
Capacity- 60,000 gallons

HOT OIL HEATER

- 18) Make- Hy-Way
Model- 77CFL
Serial Number 3068

2 PLANT AIR COMPRESSOR

- 19) Make- Quincy
Model- 390
Serial Number- B136983.

SCALPER

- 20) Make- Delster
Type- 4 feet by 14 feet Dual Deck

DRIER

- 21) Make- Astec
Model- FM-4010
10 feet by 40 feet Stationary Flo-Mix Drum Mix.

COMPUTER

- 22) Make- Selectron System
Computer model - PDP8A

CONTROL HOUSE

- 23) Make- Astec
Model- Command I --- CH-1

TRUCK SCALE

- 24) Make- Thurman
Model- 35PT-25X10TCP
Serial Number- 78 PT 6887
Size- 75 feet by 10 feet
Deck- steel
Capacity- 100,000 pounds (50 Tons)

Make - Winslow
Model - 50 ton 60' X 10'
Type S
Size 60 feet by 10 feet
Deck Steel
Capacity - 100,000 pounds (50 ton)

Make - Cardinal Digital Readout
Model DWI-2
Serial No. 31582
Capacity - 99,980 pounds

DRIER BURNER

25)

Make- Genco
Model- FP162
Serial Number- 3233-S

Genco Gencontrol System
Model- Gen 11-8
Serial Number- 2503-L

DIESEL STORAGE TANK

26)

Make- Buffalo
Capacity- 22,031 gallons

27)

BRG SCREENING PLANT

- 1 AEI 18" X 40' long 42" deep truss lattice frame conveyor
15 T.P.H. capacity, 450 FPM Belt Speed
SN-78X20
- 1 AEI 24" X 50' long 42" deep truss lattice frame conveyor
300 T.P.H. capacity, 450 FPM belt speed
SN-78X22
- 1 Atlas 24" X 102' long 42" deep truss lattice frame conveyor
350 T.P.H. capacity, 350 FPM belt speed
SN-24-70-741195 Model #180
- 1 E.S.M. Design 14'5" X 12'4" Hopper
50 ton capacity
SN-H.M.50T-1979
- 1 Screening Deck
Cedar Rapids - 4' X 10' - 2 deck horizontal - vibrating screen
with V belt drive

28)

Remote Electronic Cardinal Scale

All that lot of ground situate in Anne Arundel County in the State of Maryland and described as follows, that is to say:

BEGINNING for the same at the end of the eighth or North 02 degrees 39 minutes 30 seconds West 168.57 feet line of the fourth parcel of that land which by deed dated September 20, 1968 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2209 in Folio 92 was granted and conveyed by James P. Barton, Trustee, et al, to James P. Barton and Mary I. Mitchell (also known as Irene Barton Mitchell), and running thence reversely with and binding on the eighth through the third lines of a parcel of land described in the deed mentioned above, as now corrected to the Maryland State Grid Bearings, more or less, the following six (6) courses and distances, viz:

- (1) South 11 degrees 39 minutes 30 seconds East 168.57 feet,
- (2) South 41 degrees 16 minutes 30 seconds West 262.3 feet,
- (3) South 37 degrees 55 minutes 30 seconds West 194.4 feet,
- (4) South 51 degrees 54 minutes 30 seconds West 306.2 feet,
- (5) South 10 degrees 48 minutes 30 seconds East 260.9 feet, and
- (6) South 79 degrees 26 minutes 30 seconds West 221.2 feet, to the

East side of Brager Station Road (also known as Myers Station Road), thence running with and binding on the East side of said road and also reversely with the second and first lines of the parcel of land described in the deed mentioned above, the following (2) courses and distances, viz:

- (7) North 13 degrees 01 minutes West 636.94 feet, and

(8) 202.3 feet along the arc of a curve to the left, having a radius of 366 feet and a chord bearing North 29 degrees 09 minutes West 196.76 feet, thence continuing with the East side of Brager Station Road as now corrected to the Maryland State Grid Bearings, more or less, the following three courses and distances, viz:

- (9) North 39 degrees West 202.13 feet,

(10) North 28 degrees West 455 feet, more or less, and

(11) North 61 degrees West 800 feet, more or less, thence leaving Brager Station Road and running with the fillet to the Center line of the W. B. & A. Railroad Right of Way, a chord bearing,

EXHIBIT B CONTINUED

(12) North 32 degrees West 180 feet more or less, thence running with and binding on the Centerline of said W. B. & A Railroad Right of Way,

(13) North 19 degrees East 1420 feet more or less, thence leaving said Centerline for a new line of division between the W3 and the DD zones,

(14) South 35 degrees 21 minutes East 2730 feet more or less, to the place of beginning, containing 60 acres of land more or less.

Mailed to: Pathmark Title.

JRR011/f
08/28/85

LIBER - 489 PAGE 258

FINANCING STATEMENT

258312

1. Name of Debtor: E. STEWART MITCHELL, INC.
Address: 1400 Ceddox Street
P. O. Box 2799
Baltimore, Maryland 21225
2. Name of Secured Party: UNION TRUST COMPANY OF MARYLAND
Address: 210 Guilford Avenue
Baltimore, Maryland 21202
Attn: Commercial Finance
Department

3. This Financing Statement covers the following types (or items) of property:

(a) all of the Debtor's right, title and interest in and to a \$200,000 loan (the "G & H Loan") made by the Debtor to G & H Partnership ("G & H") and a \$1,385,000 loan (the "Bituminous Loan") made by the Debtor to Bituminous Construction, Inc. ("Bituminous").

(b) all of the Debtor's right, title and interest in and to any and all documents and instruments now or hereafter evidencing, securing or otherwise executed and delivered in connection with the G & H Loan and/or the Bituminous Loan, including without limitation, the following:

- (i) Promissory Note dated August 28, 1985 from G & H to the Debtor in the original principal amount of \$200,000.
- (ii) Promissory Note dated August 28, 1985 from Bituminous to the Debtor in the original principal amount of \$1,385,000.
- (iii) Purchase Money Deed of Trust and Security Agreement dated August 28, 1985 from G & H and Bituminous to Harry C. Blumenthal and Robert I. Hankey, Trustees, to be recorded among the Land Records of Anne Arundel County, Maryland.
- (iv) Assignment of rents and Leases dated August 28, 1985 from G & H to the Debtor.
- (v) All financing statements executed and delivered by G & H and/or Bituminous in connection with the Loans.
- (vi) Unconditional Guaranty of Payment dated August 28, 1985 made by Ratrie, Robbins and Schweizer, Inc. ("RRS") in favor of the Debtor, pursuant to which RRS guaranteed repayment of the G & H Loan.

E. AUDREY COLLISON
CLERK

1985 SEP -3 PM 3:17

CR
CLERK

11.00
50
#02250 0345 R01 T157.14
SEP 3 85

11.00
50

LIBER -489 PAGE 259

(vii) Unconditional Guaranty of Payment dated August 28, 1985 made by RRS in favor of the Debtor, pursuant to which RRS guaranteed repayment of the Bituminous Loan.

(c) Proceeds of all collateral are covered.

4. Not subject to recordation tax.

Debtor:

E. STEWART MITCHELL, INC.

By: Barton S. Mitchell
Name: BARTON S. MITCHELL
Title: PRES.

Mr. Clerk: Please return to the Secured Party at the address indicated above.

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY AND BALTIMORE CITY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

Mailed to: Pathmark Title

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated June 28, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name North Arundel Cardiac Fitness & Rehabilitation Center, Inc.
Address 200 Hospital Drive Glen Burnie, Maryland 21061

2. SECURED PARTY

Name United Bank & Trust Company of Maryland
Address 9420 Pennsylvania Avenue Upper Marlboro, Md. 20772

RECORD FEE
POSTAGE
#05554 DT7 / R01 TIS:KX
SEP 3 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

see attached Exhibit "A"

1300
50

1985 SEP -3 PM 4:04
E. AUSTREY COLLISON
CLERK

CR
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

North Arundel Cardiac Fitness & Rehabilitation Center, Inc.

(Signature of Debtor)
Calvin Fuhrman, Pres.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

United Bank & Trust Co of Maryland

(Signature of Secured Party)
Donald D. Love

Donald D. Love

Type or Print Above Name on Above Line

"This equipment is subject to a lease dated June 28, 1985 between lessor, United Bank and Trust Company of Maryland, and lessee, North Arundel Cardiac Fitness and Rehabilitation Center, Inc."

EXHIBIT A TO FINANCING STATEMENT

1. All that equipment purchased by the Debtor and thereafter assigned to the secured party as shown on the following invoices:

- (i) Nihon Kohden (America), Inc. Invoice No. 16227
Including the following items:
Telemetry System:
WEP-7502, Lifescope 4 -
WT-711RB Recorder -
TEC-3500A Defibrilator -
- (ii) Fitness Specialties, Inc. Invoice No. 7085 and
No. 7087
Including the following items:
5 - Precor 901e1 Electronic Treadmills
w/elevation-
2 - Schwinn Air-Dyne Bikes -
2 - Concept II Rowers -
4 - Precor 630e Electronic Rower -
3 - Lifecycle Bikes -
3 - Tunturi IPT Bikes -
5 - T.M. Pacer Treadmills -
20 prs. - Dumbbells, including handles -
20 - Gym Mats 30" x 72" x 1-1/2" -
5 - Regular Clocks -
3 - Clock Timers -
1 - 205 SL Arm Curl Machine -
1 - 705 Tricep Machine -
1 - 701 Chest-Shoulder-Squat Machine -
2 - 404FS Free-Standing Quad Pulley (55#) -
1 - 310FS Free-Standing Lat. Machine -
1 - 607 Bodybuilder 6-Station (100# stacks) -
1 - 605 Vertical Butterfly Machine -
1 - 702 Lateral Deltoid Machine -
1 - 603 Calf Machine -
1 - 104 Flat Bench -
1 - 107 Adjustable Incline Bench -
1 - 204PL Portable Ladder Rack Only -
1 - 204DB Deluxe Abdominal Board Only -
2 - 210D Double Dumbell Rack -
- (iii) Cybermedic, Inc. Invoice No. 4120
Including the following items:
Spirometry Computer includiyy keyboard, monitor,
and printer -
Color package with print buffer -
CM-7 Chassis w/ear oximeter & defibrillator-

(iv) Quinton Instrument Company

Invoice No. 85-
041194

Including the following items:
Heavy duty treadmill-
Stresstesting Monitor/EKG Computer-
Minolta copier with printer -

(v) Electronic Data Systems Corporation
"SMARTOLLS" System including IBM PC-XT and PC-AT
hardware & software configuration

2. All Accounts Receivable to which the Debtor herein now
or hereafter has any rights or interests.

Mailed to: United Bank & Trust Co.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Stanley Engineering Company, Inc.
Address 180 Penrod Court, Section F, Glen Burnie, Maryland 21061

RECORD FEE 17.00
POSTAGE .50

#05545 0777 R01 T15:49
SEP 3 85

2. SECURED PARTY

Name W. C. Burroughs & Associates, Inc.
Address 7146 Montevideo Road, Jessup, Maryland 20794
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

SEP 3 1985 4:05 PM
CLERK
E. AUGUST COLLISON

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Assignee of the Secured Party
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1700

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
Stanley Engineering Company, Inc.

Kenneth Stanley
(Signature of Debtor)

Kenneth Stanley, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W. C. Burroughs & Associates, Inc.

W.C. Burroughs
(Signature of Secured Party)

W.C. Burroughs, President
Type or Print Above Signature on Above Line

CONDITIONAL SALE CONTRACT NOTE

TO: W. C. Burroughs & Associates, Inc. FROM: Stanley Engineering Company, Inc.
7146 Montevideo Road, Jessup, Maryland 20794 180 Penrod Court, Section F, Glen Burnie, Maryland 21061

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) Matsuura MC-500-V, S/N 85024490. One (1) Yasnac MX-2 High Speed Control Option, S/N S46312440. One (1) Macro B Option. One (1) Tooling Package. One (1) 490' Extra Memory Option. One (1) Program Copy Option.

(1) TIME SALES PRICE \$ 112,704.81
(2) Less DOWN PAYMENT IN CASH \$ 12,794.25
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 99,910.56
The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 180 Penrod Court, Section F, Glen Burnie, Maryland 21061
Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety nine thousand nine hundred ten and 56/100***** Dollars (\$ 99,910.56)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 1st day of October, 19 85, and continuing on the same date each month thereafter until paid; the first 12 installments each being in the amount of \$ 1,900.00 and the final installment being in the amount of \$ 1,606.47

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):
Date: August 26, 19 85
Accepted W. C. Burroughs & Associates, Inc. (SEAL) Stanley Engineering Company, Inc. (SEAL)
By: [Signatures]
Co-Buyer-Maker: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)
This instrument prepared by

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer. Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date _____, 19____ (SEAL)
 _____ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller
 _____ (Witness) By _____ (Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the an-

nexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated August 26, 1985, as Seller/Lessor/Mortgagee between W. C. Burroughs & Associates, Inc. and Stanley Engineering Company, Inc., 180 Penrod Court, Section F, Glen Burnie, MD 21061 (Address)

(Name) as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 99,910.56 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 26th day of August, 19 85

W. C. Burroughs & Associates, Inc. (SEAL)

By [Signature]

Mailed to: W. C. Burroughs & Assoc.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C & S Faulkner, Inc.

Address 6520 Hanover Road, Hanover, Maryland 21076

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

C & S Faulkner, Inc.

Tirso Martinez
(Signature of Debtor)

Tirso Martinez, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

Philip D. Cooper
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1700
1750

CR
CLERK

RECORDING FEE
MUTUAL

11:00
20

SEP 11 11:00 AM '85

SEP 11 11:05 AM '85

1985 SEP -3

E. APP. CLERK

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 19th day of August 1985 by and between

C & S Faulkner, Inc. having its principal place of business at
6520 Hanover Road, Hanover, Maryland 21076

"Mortgagor", and Credit Alliance Corporation "Mortgagee".
WITNESSETH.

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

C & S Faulkner, Inc. (Seal)

By: *Tirso Martinez* Secretary (Title)

STATE OF Maryland
COUNTY OF Howard

SS

Tirso Martinez

being duly sworn, deposes and says:

- 1. He is the President of C & S Faulkner, Inc.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19____

Tirso Martinez

NOTARY PUBLIC

STATE OF _____ COUNTY OF _____ SS.
I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____, in (Place) _____ in said County before me personally appeared _____ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the President of C & S Faulkner, Inc., who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 19, 1985 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	New International Harvester Cab & Chassis with 20 yd. Dempster Route King II rear end packer The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.	1985 - F1954	PK4363

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

C & S Faulkner, Inc.

By: *Tim Math, Inc.*

Mailed to: *Credit Alliance Corp.*

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

Clerk of Anne Arundel County Circuit Court
This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 10.00
#05570 0777 ROL 715156
SEP 3 85

1. DEBTOR

Name Giant Food, Inc.

Address 6300 Sheriff Road, Landover, MD 27085

RECORD FEE 1.00
#05571 0777 ROL 715159
SEP 3 85

2. SECURED PARTY

Name CIS Leasing Corp.

Address 1000 James Street, Syracuse, NY 13203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1. Equipment location and description as per Attachment A, which must be signed by an officer of Giant Food Inc.
- 2. This UCC-1 is filed as a precaution and as public notice that Secured Party owns the equipment listed and has leased same to Giant Food, Inc. pursuant to lease dated Feb. 1, 1985. (Ref # 7452)

Assignee NOT SUBJECT TO RECORDATION TAX--NOTICE PURPOSES ONLY

CSA Computer Leasing Corp.
141 Milk Street at 2 Oliver Street
Boston, MA 02109

CHECK THE LINES WHICH RETURN ACKNOWLEDGEMENTS TO NATIONWIDE INFORMATION 888 BROADWAY ALBANY, N.Y. 12207

5. (If collateral is crops) The above described crops are growing or _____ be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

D.R. Buchanan
(Signature of Debtor)
D.R. BUCHANAN, SR. VICE PRESIDENT
GIANT FOOD, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

APPROVED FOR SIGNATURE
Legal Provision
By: *Ann C. Bil*
Date: 3/8/85

Ann C. Bil
ANN C. BIL, LEASE ADMINISTRATOR
GIANT FOOD, INC. CIS Leasing Corp
Type or Print Above Signature on Above Line

10753
Anne Arundel

10.00
50.

RECORDED
SEP 3 1985
3:40 PM

LESSEE: Giant Food, Inc.

EQUIPMENT:

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>MACHINE</u>	<u>SERIAL NUMBER</u>
1	IBM	4341.L02	16680
1	IBM	3279.C02	A8817

GIANT FOOD INC.

By: *DR Buchanan*

Title: Sr. Vice President

Date: 3/11/85

APPROVED FOR SIGNATURE
Legal Provisions including prices and descriptions
By: *DR Buchanan*
Date: 3/8/85

EQUIPMENT LOCATION: Assateague & Rappahannock Drives
Jessup, Maryland 20794

Mailed to: _____

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 84,490.37

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$591.44.
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc.
Address 921 Hillcrest Road, Hanover, Maryland 21076

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

RECORD FEE 14.00
RECORD TAX 588.00
POSTAGE 50
#05570 0777 R01 11:00
SEP 3 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

1985 SEP -3 PM 4:05
E. AUGUST DUNLISON
CLERK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

14.00
588.00
50

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc.

John Geddings Pres
(Signature of Debtor)

John Geddings, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

Philip D. Cooper
(Signature of Secured Party)

Philip D. Cooper, V.P.

Type or Print Above Signature on Above Line

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the _____ day of _____ by and between

Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc. having its principal place of business at 921 Hillcrest Road, Hanover, Maryland 21076"Mortgagor", and Credit Alliance Corporation "Mortgagee".

WITNESSETH:

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage. The Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each .25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

Superior Steel Products, Inc. d/b/a
Superior Steel Erectors, Inc. (Seal)
Mortgagor

By John Gedding President (Title)

Secretary

STATE OF Maryland
COUNTY OF Anne Arundel

} ss.

John Gedding

being duly sworn, deposes and says:

1. He is the President of Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this 22nd day of August, 19 85

John Gedding

NOTARY PUBLIC

STATE OF Maryland COUNTY OF Baltimore SS
I, John Patrick White, a Notary Public duly qualified in and for said County and State, do hereby certify that on this 22nd day of August, 19 85, in (Place) Anne Arundel in said County, before me personally appeared John Gedding to me personally well known

(For Individual)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained

(For Partnership)
and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the President of Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument; that he resides at _____

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 22, 1985 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	30 Ton Bucurus Erie Hydraulic Crane		45C11B
One (1)	30 Ton Bantam Hydraulic Truck Crane	T-788	8903570
One (1)	Bantam Crane with 424 Carrier Truck with GMC6V53 Diesel Engine with a 2 speed winch, 78 ft. boom, heater, defroster, vandel proof glass, 15 & 20 ft. jib block, plus standard equipment	T-588	8506806

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

Superior Steel Products, Inc. d/b/a
Superior Steel Erectors, Inc.

By: John Godding Pres

Mailed to: Credit Alliance Corp.

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

Wesley J. White
414 Morris Hill Road
Glen Burnie, Maryland 21061

2. Secured Party(ies)

Address(es) And Name(s):

John C. Louis Company, Inc.
1805 Cherry Hill Road
Baltimore, Maryland 21230

4. For Filing Officer: Date, Time, File No., Filing Office:

RECORD FEE 11.00
POSTAGE .50
#05589 C777 R01 T09:48
SEP 4 85

7. This Financing Statement covers the following types or items of collateral:
(Describe real estate, including record owner if item 6 is applicable)

ONE MELROE Model 743 Bobcat S/N 22087 with flotation tires and 60" Bucket with teeth

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.
Filed with: Sec. of State

Filing Office of _____ County/City

8. Signatures:

WESLEY J. WHITE

JOHN C. LOUIS COMPANY, INC.

By *Wesley J. White*

By *W. Davison*

Debtor(s) [or Assignor(2)]

Secured Party(ies) [or Assignee(s)]

(3) Filing Officer Copy Acknowledgement. Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY.

FORM UCC

1

Mailed to:

John C. Louis Co. Inc.

CR
CLERK

1965 SEP -4 AM 10:46

E. AUDREY COLLISON
CLERK

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
---	--

This financing statement Dated 7/29/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Business Systems Development
 929 Beyda Drive
 Address Pasadena, MD 21122

RECORD FEE 11.00
 POSTAGE .50
 #05590 0777 R01 TOP:50
 SEP 4 85

2. SECURED PARTY

Business Leasing Associates, Inc.
 Name 1520 King Street - Alexandria, VA 22314
 Assigned to: Goldome Savings
 Address _____

MAIL COPY TO: BLA (above address) 6666 22nd Avenue North
St. Petersburg, FL 33710
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7/29/90

4. This financing statement covers the following types (or items) of property: (list)

- 1 Televideo 1605 ColorComputer w. 20/MB Hard Disk Serial # 85060058C
- 1 PCI 200 Cash Register Keyboard Serial # 008-01208
- Optical Bar Code Scanner Kit Serial # 301-55D0087

SEP 4 10:47 AM '85
 COLLISION
 CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to: Business Leasing Assoc.

Walter L. Culbertson
 (Signature of Debtor)
 ✓ Walter L. Culbertson, Jr.
 Type or Print Above Signature on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Joseph L. Fellona, Jr.
 (Signature of Secured Party)
Joseph L. Fellona, Jr.
 Type or Print Above Name on Above Line

11/50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

LIBER No. 449 FOLIO No. 396
~~XXX~~ No. _____ ~~XXXXX~~ No. _____
 Identification No. 242490 Dated May 10, 1982

1. Debtor(s) { GEORGE E HOLLENDURSKY WILLIAM E ELCOME III
 Name or Names—Print or Type
HARTGE YACHT SALES INC GALESVILLE MD 20765
 Address—Street No., City - County State Zip Code

2. Secured Party { FIRST NATIONAL BANK OF MARYLAND
 Name or Names—Print or Type
P O BOX 17292 BALTIMORE MD 21203
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORDING FEE 10.00
 POSTAGE .50
 #05598 0777 R01 T10:19
 SEP 4 85

1080

Mailed to: First Natl Bank of Md.

Dated: August 16, 1985

FIRST NATIONAL BANK OF MARYLAND
 Name of Secured Party
[Signature]
 Signature of Secured Party
 SUPERVISOR
 Type or Print (Include Title if Company)

CR
 CLERK

FNB 1216 (1-80)

RECEIVED
 CLERK COLLISON
 1985 SEP -4 AM 10:47
 E. AUBREY COLLISON
 CLERK

258320

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any): (leave blank)

1. Debtor(s) name (Last Name First) and address(es)

ULMER, EMILY A.
3910 W. SHORE DRIVE
EDGEWATER, MD. 21037

2. Secured Party(ies) name and address(es)

JOHN DEERE COMPANY
701 GEORGESVILLE RD.
COLUMBUS, OHIO 43228

For Filing Officer (Date, Time, Number, & Filing Office)

RECORD FEE 11.00
POSTAGE .50
#05599 0777 R01 T10:21
SEP 4 85

LIBER - 489 PAGE 280

The amount of indebtedness secured under this financing statement at the time of its filing exceeds \$200.00
4. This financing statement covers the following types (or items) of property:

1/20/85

- 1- NEW JD 318 TRACTOR SN. 236766
- 1- NEW JD 46 MOWER SN. 511159
- 1- NEW JD 54 BLADE SN. 507693
- 1- NEW JD WEIGHTS
- 1- NEW JD MOWER HARDWARE

THIS EQUIPMENT WAS MOVED TO ANNE ARUNDEL COUNTY MD. FROM WOOD COUNTY WV WHERE IT WAS ON RECORD AS FILING # 2974

Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional sheets presented _____

Name & Address of Assignee of Secured Party:
JOHN DEERE COMPANY

FILED WITH: Sec. of State Other: (Indicate Office)

ANNE ARUNDEL MARYLAND

This instrument prepared by Secured Party at Secured Party's above mentioned address.

The carbon impressions of our signatures on copies of this Financing Statement shall constitute signatures on such copies.

SIGNED ON ORIGINAL

JOHN DEERE COMPANY

FILING # 2974

By *W. Bryan Henry*
Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL

STANDARD UNIFORM COMMERCIAL CODE FORM - UCC-1

CR
CLERK

Mailed to Secured Party

1985 SEP -4 AM 10:47

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 12.00
POSTAGE .50
#05603 0777 R01 T10#25

1. DEBTOR

Name MANUFACTURERS & DEALERS, INC T/A SOUNDATIONS
Address 452 REVELL HIGHWAY, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name NEZCO CORPORATION
Address P.O. Box 537, LAUREL, MD 20707

Return To: FCA, P.O. Box 508, ...
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 MODEL ^{KM}451D HOSHIZAKI ICE MACHINE SERIAL # K50074

1985 SEP 4 10:48

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1250.

MANUFACTURERS & DEALERS, INC
(Corporate or Trade Name)

A. Cerasani
(Signature of Debtor)

ARTHUR J. CERASANI
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

NEZCO CORPORATION

Howard E. Nelson, per.
(Signature of Secured Party)

HOWARD E. NELSON
Type or Print Above Signature on Above Line

RETURN TO:
THE FINANCE Co. OF AMERICA
COMMERCIAL BANKERS
MUNSEY BLDG.
BART. MD. 21203
Mailed to: _____



File with Anne Arundel County

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records.
- 2. To Be Recorded among the Financing Statement Record.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$415,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor(s) Name(s)	Address(es)
Nichols Road Joint Venture William A. Cassidy, M.D., Individually and as Venturer Anthony J. Calabrese, M.D., Individually and as Venturer Michael N. Peters, M.D., Individually and as Venturer James M. Blake, M.D., Individually and as Venturer	171 Defense Highway Annapolis, Maryland, 21401

RECORD FEE 17.00
 POSTAGE .50
 #99747 0345 R02 T09:53
 SEP 4 85

6. Secured Party	Address
First National Bank of Maryland	83 Forest Plaza Annapolis, Maryland 21401



7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

B. All Fixtures. All of the fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Schedule A attached hereto and made a part hereof by reference.

N.W.
80

DEBTOR:

NICHOLS ROAD JOINT VENTURE

By: William A. Cassidy
William A. Cassidy, Venture

By: Anthony J. Calabrese
Anthony J. Calabrese, Venturer

By: Michael N. Peters
Michael N. Peters, Venturer

SECURED PARTY:

FIRST NATIONAL BANK OF
MARYLAND

By: Richard J. Shenos
Richard J. Shenos,
Vice President

Address where Collateral
will be located:

171 Defense Highway
Annapolis, Maryland 21401

Mr. Clerk: Please return to M. Willson Offutt, IV, 80 West Street, Annapolis, Maryland
21401.

MWO--1

SCHEDULE A

BEING all of the property conveyed by MAUDE N. BAKER to LUCILLE L. KELLEY by deed dated August 16, 1976 and recorded among the land records of Anne Arundel County, Maryland, in Liber 2880 at folio 262; said property being situated in the Second Election District, being designated as Parcel 224 on Map 50 and being more particularly described as follows:

BEGINNING for the same at an iron pipe found in the southerly right-of-way line of Maryland Route 450, Annapolis Road, 40 feet wide, said iron pipe found marking the point of beginning as described in the aforesaid deed, and proceeding thence with the first or South $18^{\circ} 08'$ West, 197.8 feet course as described in said deed,

(1) South $18^{\circ} 08' 00''$ West, 197.47 feet to an iron pipe found; thence with the second course as described in the aforesaid deed;

(2) North $72^{\circ} 37' 11''$ West 111.22 feet to an iron pipe found thence with the third course as described in the aforesaid deed, and the easterly line of Nichols Road, 30 feet wide,

(3) North $21^{\circ} 01' 19''$ East, 198.42 feet to an iron pipe found; thence with the fourth and fifth courses as described in the aforesaid deed, same being the aforementioned southerly right-of-way line of Annapolis Road, for the following two courses and distances:

(4) South $72^{\circ} 00' 22''$ East, 71.21 feet to a point; thence

(5) South $73^{\circ} 00' 00''$ East 30.00 feet to the point of beginning, containing 20,986 square feet or 0.4818 acre of land.

BEING the same property described in a Deed dated September 12, 1983 by and between Lucille L. Kelley, Grantor and Nichols Road Joint Venture, Grantee recorded among the Land Records of Anne Arundel County at Liber 3636, folio 634.

Mailed to: M. Offutt

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records.
- 2. To Be Recorded among the Financing Statement Record.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$75,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor(s) Name(s)	Address(es)
Nichols Road Joint Venture William A. Cassidy, M.D., Individually and as Venturer Anthony J. Calabrese, M.D., Individually and as Venturer Michael N. Peters, M.D., Individually and as Venturer James M. Blake, M.D., Individually and as Venturer	171 Defense Highway Annapolis, Maryland, 21401

RECORD FEE 17.00
RECORD TAX 525.00
POSTAGE \$0.00
#99748 C345 R02 T09:54
SEP 4 85

6. Secured Party	Address
First National Bank of Maryland	83 Forest Plaza Annapolis, Maryland 21401

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

17
\$25,880
[Handwritten signatures]

1985 SEP - 4 AM 11:25
 E. AUGUSTY COLLISON
 CLERK

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:

SECURED PARTY:

NICHOLS ROAD JOINT VENTURE

FIRST NATIONAL BANK OF
MARYLAND

By: William A. Cassidy
William A. Cassidy, Venturer

By: Richard J. Shenos
Richard J. Shenos,
Vice President

By: Anthony J. Calabrese
Anthony J. Calabrese, Venturer

By: Michael N. Peters
Michael N. Peters, Venturer

Address where Collateral
will be located:

171 Defense Highway
Annapolis, Maryland 21401

Mr. Clerk: Please return to M. Willson Offutt, IV, 80 West Street, Annapolis, Maryland
21401.
MWO--1

Michael N. Peters Richard J. Shenos

SCHEDULE A

BEING all of the property conveyed by MAUDE N. BAKER to LUCILLE L. KELLEY by deed dated August 16, 1976 and recorded among the land records of Anne Arundel County, Maryland, in Liber 2880 at folio 262; said property being situated in the Second Election District, being designated as Parcel 224 on Map 50 and being more particularly described as follows:

BEGINNING for the same at an iron pipe found in the southerly right-of-way line of Maryland Route 450, Annapolis Road, 40 feet wide, said iron pipe found marking the point of beginning as described in the aforesaid deed, and proceeding thence with the first or South 18° 08' West, 197.8 feet course as described in said deed,

(1) South 18° 08' 00" West, 197.47 feet to an iron pipe found; thence with the second course as described in the aforesaid deed;

(2) North 72° 37' 11" West 111.22 feet to an iron pipe found thence with the third course as described in the aforesaid deed, and the easterly line of Nichols Road, 30 feet wide,

(3) North 21° 01' 19" East, 198.42 feet to an iron pipe found; thence with the fourth and fifth courses as described in the aforesaid deed, same being the aforementioned southerly right-of-way line of Annapolis Road, for the following two courses and distances:

(4) South 72° 00' 22" East, 71.21 feet to a point; thence

(5) South 73° 00' 00" East 30.00 feet to the point of beginning, containing 20,986 square feet or 0.4818 acre of land.

BEING the same property described in a Deed dated September 12, 1983 by and between Lucille L. Kelley, Grantor and Nichols Road Joint Venture, Grantee recorded among the Land Records of Anne Arundel County at Liber 3636, folio 634.

Mailed to: M. Wilson Offutt.

[Handwritten signatures]

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

RECORDATION FEE 13.00
 POSTAGE 50
 #05637 0777 R01 T12419

5. Debtor(s) Name(s) Address(es)
 Thomas L. Greiber 5725 Ritchie Highway
 Roy Greiber Brooklyn Park, Maryland 21225
 Allan Engelmeyer

SEP 4 85

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Teresa A. DeWitt 100 S. Charles Street
 Documentation Assistant Baltimore, Maryland 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

N/A A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

N/A B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

N/A C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

N/A D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

N/A E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

N/A F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
 1. Thomas L. Greiber (Seal) Roy Greiber (Seal)
 Thomas L. Greiber Roy Greiber
 1. Allan Engelmeyer (Seal) _____ (Seal)
 Allan Engelmeyer

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

1300



RECEIVED
 1985 SEP -4 PM 12:19
 E. ADREY COLLISON
 CLERK

SCHEDULE A

THIS SCHEDULE A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, (the "Secured Party") and Thomas L. Greiber, Roy Greiber, and Allen Engelmeyer, (the "Debtors").

Collateral Section "G" Continued

All right, title and interest, now and hereafter existing, in and to the Class H, Beer, Wine and Liquor License issued by the Anne Arundel County, Liquor Board with respect to the business premises at Aldo's Pizza House, Inc. located at 5725 Ritchie Highway, Brooklyn Park, Maryland 21225; together with all extensions and renewals thereof, and all proceeds (both cash and non-cash) and products.

Thomas L. Greiber (SEAL)
Thomas L. Greiber

Roy Greiber (SEAL)
Roy Greiber

Allen Engelmeyer (SEAL)
Allen Engelmeyer

Mailed to: _____
Mailed to Secured Party

11.50

258325

LIBER - 489 PAGE 290

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

RECORD FEE 11.00
 POSTAGE 50
 0777 ROL T12:20
 SEP 7 85

5. Debtor(s) Name(s) Address(es)
 Thomas L. Greiber 5725 Ritchie Highway
 Brooklyn Park, Maryland 21225

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street
 Attention: Teresa A. DeWitt Baltimore, Maryland 21201
 Documentation Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

11.50

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
 1 Thomas L. Greiber (Seal) _____ (Seal)
 Thomas L. Greiber
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

CR
 CLERK

RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY
 1985 SEP -4 PM 12:19
 E. AUBREY COLLISON
 CLERK

THIS SCHEDULE A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association the ("Secured Party") and Thomas L. Greiber the ("Debtor").

Collateral Description Continued

Section "G" Continued

All rights, title and interest, now and hereafter existing, in and to a certain Lease, by and between Thomas L. Greiber and Aldo's Pizza House, Inc., A Maryland Corporation dated 1 8/12/85 together with all moneys due or to become due thereunder, and all cash and non-cash proceeds and products thereof.

Mailed to Secured Party

SECURITY AGREEMENT

DATE: September 3, 1985

NAME: LANCELOTTA-HUNT PARTNERSHIP
STREET ADDRESS: P. O. BOX 477
CITY, STATE: Ellicott City, Maryland 21043

(hereinafter called "DEBTOR") hereby grants to CONTINENTAL FEDERAL SAVINGS BANK, 4020 University Drive, Fairfax, Virginia 22030 (hereinafter called "SECURED PARTY") a security interest in the property described as COLLATERAL to secure payment and/or performance of the OBLIGATION described below.

Default in payment or performance of any of the obligations or default under any agreement evidencing any of the obligations is a default under this agreement. Upon such default Secured Party may declare all obligations immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code.

1. This Security Agreement covers the following COLLATERAL:

A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, carpet, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.

B. Proceeds of the above described collateral.

RECORD FEE 19.00

C. All contract rights of and from the herein-described property or any part thereof.

POSTAGE .50

D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of the eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.

SEP 4 1985

1985 SEP -4 PM 1:30
E. AUSTIN COLLISON
CLERK

19.00

E. The above described goods, property, interests and rights are located and affixed to or related to the real property and the improvements now or hereafter existing thereon, being in Anne Arundel County, Maryland, known as:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

and more fully described in and conveyed by Debtor in trust for the benefit of Secured Party in Deed of Trust, recorded or to be recorded among the land records of Anne Arundel County, Maryland.

OBLIGATION:

To secure the prompt repayment of the principal sum of THREE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$3,250,000.00), plus interest, as is set forth in a certain negotiable promissory note of even date herewith, made payable to the Secured Party herein, with the entire indebtedness, both principal and interest due and payable in full March 3, 1987, subject however, to the extension provision as set forth in the Deed of Trust Note.

DEBTOR SIGNATURES:

LANCELOTTA-HUNT PARTNERSHIP
A Maryland General Partnership

By: [Signature]
VICTOR J. LANCELOTTA
General Partner

By: [Signature]
WILLIAM T. HUNT, JR.
General Partner

SECURED PARTY SIGNATURES:

CONTINENTAL FEDERAL SAVINGS BANK

By: _____

(Name and Title)

PLEASE RETURN TO:

Continental Federal Savings Bank
4020 University Drive
Fairfax, Virginia 22030



EXHIBIT "A"

LEGAL DESCRIPTION

All those two lots of ground situate in the Fifth Election District of Anne Arundel County, State of Maryland, and being particularly described as follows:

Beginning for the first at a joint where the north side of Elkridge Landing Road, 60 feet wide, intersects the west line of the conveyance from Seth H. Linthicum and Bruner R. Anderson, Trustees, to William Gable by deed dated March 21, 1908 and recorded among the Land Records of Anne Arundel County in Liber GW. No. 59, Folio 130, thence leaving the north side of Elkridge Landing Road and binding along said west line and with the Lands of Friendship Investment as recorded among the said Land Records in Liber M.S.H. No. 2205, Folio 059:

1. N 27° 36' 19" E-377.37 feet, thence with the Lands of James C. Johnson, Jr. as recorded among the said Land Records in Liber L.N.P. No. 1922, Folio 468.

2. S 38° 06' 59" E-310.27 feet to intersect the west side of a 30 foot wide drive with use in common, thence binding along said west side of 30 foot wide drive.

3. S 51° 00' 00" W-358.87 feet to the north side of the aforesaid Elkridge Landing Road, thence binding along the north side of said Elkridge Landing Road, the six following courses and distance viz:

4. By an arc curving to the left with radius of 3030.00 feet with the arc length distance equal to 1.06 feet said arc subtended by chord bearing N 32° 50' 04" W-1.06 feet,

5. N 32° 50' 40" W-83.82 feet;

6. N 57° 09' 20" E-10.00 feet;

7. N 32° 50' 40" W-20.00 feet;

8. S 57° 09' 20" W-10.00 feet; and

9. N 32° 50' 40" W-56.45 feet to the place of beginning.

Containing 1.881 acres of land, more or less.

Beginning for the second at a point on the southeasterly line of a 30 foot road running northeasterly from Elkridge Landing Road, said point being also located S 24° 01' 38" W-1493.63 feet, S 65° 58' 22" E-162.32 feet and N 47° 25' 19" E-370.01 feet from the end of the first line of the land described in the Deed from Linda A. Benson et al to Dorothy G. Pfeiffer and Rudolph M. Pfeiffer, her husband, dated June 8, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 475, Folio 168, thence from said beginning point running along the southeasterly line of said 30 foot road,

1. N 47° 25' 19" E-185.01 feet, thence leaving said road and binding along part of the second line of the herein above referred to conveyance,

- 2 -

2. S 32° 56' 23" E-238.82 feet to the end of the second or N 47° 25' 19" E-185.01 foot line of that parcel of land which by deed dated April 10, 1961 was conveyed by Clifton D. Glenn and wife to Edward Glenn, Jr. and wife and recorded among the aforesaid Land Records in Liber No. 1474, Folio 489, thence binding reversely along said second line,

3. S 47° 25' 19" W-185.01 feet to intersect the fourth or N 32° 56' 23" W-477.64 foot line of the first hereinabove mentioned conveyance, at a point distant 238.82 feet from the end thereof, thence binding along part of said fourth line,

4. N 32° 56' 23" W-238.82 feet to the place of beginning.

Containing 1.000 acres of land, more or less.

Together with the right to use in common with others the 30 foot road binding along the westernmost lot line of the lot of ground herein above described which runs in a northeasterly direction from Eklridge Landing Road.

Mailed to: Continental Fed Savings Bank.

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		Identifying File No.
		Maturity Date (If any)
Debtor(s) Name(s) - (Type or Print - Last Name First) TRAVEL UNLIMITED, INC	Debtor(s) Complete Address(es) 523 Benfield Road Severna Park, Maryland 21146	
Secured Party, and Address (Type or Print Name) CIT FINANCIAL SERVICES CORPORATION	Assignee of Secured Party, and Address C.I.T. FINANCIAL SERVICES CORPORATION 1999 MARLTON PIKE P.O. BOX 2570 CHERRY HILL N.S. 08008	
This Financing Statement covers the following types (or items) of property: (Describe fully, giving Year and Make, Model, Motor or Serial No., etc.)		
10 EZ-1 26 Key Telephones 1 Key Service Unit (12X24) 4 2-Channel CO Line Cards 3 4-Channel Station Cards 1 Music on Hold Feature 1 Hook up Customer Provided Answering Machine All Cable and Labor Necessary to Install System		
Proceeds of collateral, in any form whatsoever and however resulting, are also covered.		
The underlying secured transaction being publicized by this financing statement is (), is not (), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of initial principal debt is \$ _____ .		
This statement is to be returned, after recordation, to Assignee of Secured Party at its above address.		
Signatures (Type or Print Names Clearly Below All Signatures)		
C.I.T. FINANCIAL SERVICES CORPORATION (Assignee of Secured Party)		TRAVEL UNLIMITED, INC
By <u>Denise Paris</u> Denise Paris (Its Authorized Agent)	_____ } Debtor(s)	
Title <u>Service Assistant</u>	By <u>Edward J. Dalgas</u> Edward J. Dalgas Pres	
(If Corporation, have signed by President, Vice-President, or Treasurer, and give official Title; if Owner or Partner, state which)		

RECORDED FEE 11.00
 POSTAGE .50
 #05677 0777 R01 T16:02
 SEP 4 1985

2570

1985 SEP -4 PM 4:23
 E. AUGUSTE COLLINS
 CLERK

11050

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

John L. Diamond
 Anitra Diamond
 t/a John L. Diamond Masonry Contractor

1014 Timber Creek Dr.
 Annapolis, MD 21403

RECORD FEE 13.00
 POSTAGE .50
 #05698 0055 R01 T09:29

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

SEP 5 85

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All equipment and fixtures both now owned and hereafter acquired together with all additions, parts, accessories and attachments and all proceeds (cash and non-cash) of such equipment and fixtures. Also, all inventory and accounts both now owned and hereafter acquired and all proceeds (cash and non-cash) of such inventory and accounts.



2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

1985 SEP -5 PM 9:29
 E. AUGER & COLLISON
 CLERK

Debtor (or Assignor)

John L. Diamond
 John L. Diamond
Anitra Diamond
 Anitra Diamond

t/a John L. Diamond Masonry Contractor

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY *Luan Oker*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
 5 CHURCH CIRCLE
 ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

13/10

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 8/17/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE
#03678 C777 R01 T15:53
SEP 4 85

1. DEBTOR

Name MELTON: Richard G., Sr.
Address 605 Ridge Avenue, Kennett Square, PA 19348

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1984 26' Wellcraft Nova II Fiberglass Hull # WELE4419M84E
1984 260 HP Mercruiser Gas Engines

First Assignee:
First Fidelity Bank N.A.
South Jersey
Rt. #541 and Sunset Road
Burlington, NJ 08016

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

(Signature of Debtor)
Richard G. Melton, Sr.
Type or Print Above Name on Above Line
Richard G. Melton Sr.
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Anne Arundel Co
8-26-85

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Annapolis Toyota, Inc.
1107 West Street
Annapolis, MD 21401

2. Secured Party(ies) and address(es)

TOYOTA MOTOR CREDIT CORPORATION
10900 E. 183RD STREET
SUITE 290
CERRITOS, CA 90701

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#05691 0777 R01 T08:51

SEP 5 1965

4. This financing statement covers the following types (or items) of property:

Dealer hereby grants to TMCC, as security for the payment of all liabilities and obligations of Dealer to TMCC of every kind and nature, whether or not under this Agreement and whether now existing or hereafter arising ('Liabilities'), a continuing first lien in all new Toyota Motor Vehicles, Toyota Van conversions and all recreational vehicles manufactured on a Toyota chassis, together with all proceeds (cash and non-cash) of the sale or other disposition thereof, including the proceeds of any insurance on any of the foregoing and a security interest in such other collateral specified in Schedule A annexed hereto ('Collateral').

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered; Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: County Clerks Office

Annapolis Toyota, Inc.

Toyota Motor Credit Corporation

By: [Signature]
Signature(s) of Debtor(s)

By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11 00
50



FILED IN RECORDS
OFFICE OF CLERK OF COURT

1965 SEP - 5 PM 12:35

E. AUBREY COLLISON
CLERK

TOYOTA MOTOR CREDIT CORPORATION

SCHEDULE A (Standard Form)

The following shall constitute the Collateral in which Dealer grants a security interest to TMCC pursuant to Section 1 of the Inventory Loan and Security Agreement to which this Schedule A is attached.

All property, new and used, wherever located, intended for sale or lease, presently owned or hereafter acquired by Dealer, together with all proceeds (cash and non-cash) of the sale or other disposition thereof, including the proceeds of any insurance on any of the foregoing; all equipment used or bought for use in Dealer's business; all accounts, contract rights, general intangibles and chattel paper, now owned or hereafter acquired by Dealer; all of the foregoing to include any property of Dealer returned to or repossessed by Dealer.

Annapolis Toyota, Inc. dba Koons Toyota
DEALER

JAMES E KOONS
PRINTED NAME AND TITLE

DATE: _____

By: _____

AUTHORIZED SIGNATURE

1107 West Street
STREET ADDRESS OF DEALER

Annapolis, MD 21401
CITY AND STATE

Mailed to Secured Party

258331

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Annapolis Toyota, Inc.
dba Koons Toyota
1107 West Street
Annapolis, MD 21401

2. Secured Party(ies) and address(es)

TOYOTA MOTOR CREDIT CORPORATION
10900 E. 183RD STREET
SUITE 290
CERRITOS, CA 90701

Far Filing Office (Date, Time, Number, and Filing Office)

RECORDING FEE 12.00
POSTAGE
#05697 0777 R01 108:45
185

4. This financing statement covers the following types (or items) of property:

Dealer hereby grants to TMCC, as security for the payment of all liabilities and obligations of Dealer to TMCC of every kind and nature, whether or not under this Agreement and whether now existing or hereafter arising ('Liabilities'), a continuing first lien in all new Toyota Motor Vehicles, Toyota Van conversions and all recreational vehicles manufactured on a Toyota chassis, together with all proceeds (cash and non-cash) of the sale or other disposition thereof, including the proceeds of any insurance on any of the foregoing and a security interest in such other collateral specified in Schedule A annexed hereto ('Collateral').

5. Assignee(s) of Secured Party and Address(es)

RECORDING FEE 11.00
05690

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: County Clerks Office

Annapolis Toyota, Inc. dba Koons Toyota

Toyota Motor Credit Corporation

By:

James E. Koons
Signature(s) of Debtor(s)

By:

[Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

12.00
50

CR
CLERK

RECEIVED
COURT CLERK'S OFFICE
ANNAPOLIS, MARYLAND

1905 SEP -5 PM 12:35

E. AUBREY COLLISON
CLERK

TOYOTA MOTOR CREDIT CORPORATION

SCHEDULE A (Standard Form)

The following shall constitute the Collateral in which Dealer grants a security interest to TMCC pursuant to Section 1 of the Inventory Loan and Security Agreement to which this Schedule A is attached.

All property, new and used, wherever located, intended for sale or lease, presently owned or hereafter acquired by Dealer, together with all proceeds (cash and non-cash) of the sale or other disposition thereof, including the proceeds of any insurance on any of the foregoing; all equipment used or bought for use in Dealer's business; all accounts, contract rights, general intangibles and chattel paper, now owned or hereafter acquired by Dealer; all of the foregoing to include any property of Dealer returned to or repossessed by Dealer.

Mailed to Secured Party

Annapolis Toyota, Inc. dba Koons Toyota
DEALER

JAMES E. KOONS

PRINTED NAME AND TITLE

DATE:

By:

James E. Koons
AUTHORIZED SIGNATURE

1107 West Street

STREET ADDRESS OF DEALER

Annapolis, MD 21401

CITY AND STATE

To be recorded:	Principal amount is
Land Records-Anne Arundel County	\$7,260,000.00
✓ Financing Statement	
Records - Anne Arundel County	Not subject to recordation
State Department of	tax. Recordation tax is
Assessments and Taxation	to be paid in connection
[Central Filing] Commonwealth	with the recordation of a
of Massachusetts	Deed of Trust and Security
[Local Filing] Commonwealth	Agreement in the Land
of Massachusetts	Records of Anne Arundel
	County, Maryland for which
	this Financing Statement
	is a supplemental filing
	securing the same debt.

FINANCING STATEMENT

RECORD FEE 17.00
 POSTAGE .50
 #05811 0040 R01 T13:50
 SEP 5 85

- | | |
|--|---|
| 1. Debtor: | Address of Debtor: |
| Beacon Hospitality Group
Limited Partnership,
a limited partnership orga-
nized and existing under
the law of Massachusetts, | c/o The Beacon Companies
One Post Office Square
34th Floor
Boston, Massachusetts 02109 |
| 2. Secured Party: | Address of Secured Party: |
| Connecticut General Life
Insurance Company, a cor-
poration organized and
existing under the law of
Connecticut, | c/o CIGNA Capital Advisers,
Inc.
Hartford, Connecticut 06152 |

3. This Financing Statement covers all of the Debtor's right, title and interest in and to:

3.1. All right, title and interest of Debtor in and to that certain Development and Operating Agreement dated as of September 1, 1985, between Embassy Suites Inc. ("Embassy"), a Tennessee corporation, and BWI Hospitality Suites Limited Partnership, and any renewals, modifications or extensions thereof (the "Operating Agreement") in connection with certain property more particular described in Exhibit A attached hereto (the "Property");

RECEIVED FOR RECORD
 GROUP COUNTY CLERK

1985 SEP -5 PM 1:56

E. AUDREY COLLISON
 CLERK



1705

3.2. Subject to any approvals to such transfer required by law, which approvals Debtor agrees to use best efforts to obtain, all right, title and interest of Debtor, or any of its partners, in and to any hotel, restaurant and alcoholic beverage licenses hereafter issued in connection with the operation of the Property as a hotel, and all permits issued in connection therewith, and any renewals, modifications, extensions or novations thereof (collectively, the "License"); and

3.3. All right, title and interest of Debtor, or any of its partners, if any, in and to the name "Embassy Suites" and any and all other names, trademarks, trade names, service marks, slogans, designs and other means of identification, whether registered or unregistered, used now or hereafter in connection with any business or other activity conducted by Debtor or BWI HSR Limited Partnership, or any of the partners or agents of either, on any of the Property and the goodwill and books and records relating to such business or other activity.

4. The aforesaid items are included as security in a security agreement of even date herewith and given by the Debtor to the Secured Party named herein, securing a debt owed by the Debtor to the Secured Party.

5. Proceeds of collateral and after-acquired property are covered hereunder.

6. This Financing Statement is being given by the Debtors to the Secured Party as security for the Debtor's Security Agreement of even date herewith. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Security Agreement, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

LIBER - 489 PAGE 305

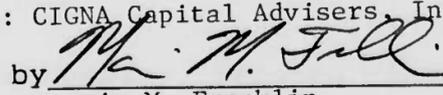
Debtor:

Beacon Hospitality Group
Limited Partnership, a limited
partnership organized and
existing under the law of
Massachusetts

by  (SEAL)
Alan M. Leventhal,
General Partner

Secured Party:

Connecticut General Life In-
surance Company, a corporation
organized and existing under
the law of Connecticut,
By: CIGNA Capital Advisers, Inc.

by  (SEAL)
Marvin M. Franklin
Assistant Vice President

Date: September 5, 1985

To the Filing Officer: After this Statement has been recorded,
please mail the same to Anilkumar J. Hoffberg, Esquire, 18th
Floor, 300 E. Lombard Street, Baltimore, Maryland 21202.

9364e

LIBER - 489 PAGE 306

FINANCING STATEMENT

by

Beacon Hospitality Group Limited Partnership, Debtor

and

Connecticut General Life Insurance Company, Secured Party

EXHIBIT A

Description of Property

ALL OF THAT LAND, situate and lying in Anne Arundel County, Maryland, which consists of Lot 1-R, as shown on a Plat entitled "Revised Plat Lots 1-R & 2-R Gateway International", and recorded among the Land Records of the said County in Plat Book 97 at page 7.

Mailed to Secured Party

To be recorded	Not subject to recordation
Land Records-Anne Arundel County	tax:
✓ Financing Statement	Principal amount is
Records-Anne Arundel County	\$7,260,000
State Department of	
Assessments and Taxation	
[Local Filing] Commonwealth of Massachusetts	
[Central Filing] Commonwealth of Massachusetts	

The appropriate amount of documentary stamps are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same debt.

FINANCING STATEMENT

RECORD FEE 17.00
POSTAGE .50
#05812 0040 R01 T13:51
SEP 5 85

- | | |
|--|---|
| 1. Debtor: | Address of Debtor: |
| BWI HSR Limited Partnership, a limited Partnership organized and existing under the law of Massachusetts, | One Post Office Square
34th Floor
Boston, Massachusetts 02109 |
| 2. Secured Party: | Address of Secured Party: |
| Connecticut General Life Insurance Company, a corporation organized and existing under the law of Connecticut, | c/o CIGNA Capital Advisers, Inc.
Hartford, Connecticut 06152 |

3. This Financing Statement covers all of the Debtor's right, title and interest in and to:

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is hereinafter described and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communica-

RECEIVED FOR RECORD
CLERK COURT & COUNTY

1985 SEP -5 PM 1:56

E. AUBREY COLLISON
CLERK



17.00 →

tions apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

3.3. All monies on deposit in the Trust Account established pursuant to a Loan and Trust Agreement dated as of September 1, 1985 by and among the Debtor, the Lender and State Street Bank and Trust Company.

4. The aforesaid items are included as security in a Deed of Trust and Security Agreement of even date herewith and given by the Debtor to the trustees named herein, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Connecticut General Life Insurance Company.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

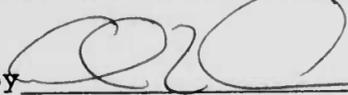
6. The said land consists of all of that land located in the said County which is more particularly described in the said Deed of Trust and Security Agreement, and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtors to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$7,260,000. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree

that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

BWI HSR Limited Partnership, a limited partnership organized and existing under the law of Massachusetts,

by  (SEAL)
Alan M. Leventhal

Secured Party:

Connecticut General Life Insurance Company, a corporation organized and existing under the law of Connecticut,

By: CIGNA Capital Advisers, Inc.
by  (SEAL)
Marvin M. Franklin
Assistant Vice President

Date: September 5, 1985

To the Filing Officer: After this Statement has been recorded, please mail the same to Anilkumar J. Hoffberg, Esquire, 18th Floor, 300 E. Lombard Street, Baltimore, Maryland 21202.

9362e

LIBER - 489 PAGE 310

FINANCING STATEMENT

by

BWI HSR Limited Partnership, Debtor

and

Connecticut General Life Insurance Company, Secured Party

EXHIBIT A

Description of land

ALL OF THAT LAND, situate and lying in Anne Arundel County, Maryland, which consists of Lot 1-R, as shown on a Plat entitled "Revised Plat Lots 1-R & 2-R Gateway International", recorded among the Land Records of the said County in Plat Book 97 at folio 7.

Mailed to Secured Party

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT (as amended
by Financing Statement dated August 10, 1984 and recorded in the Land Records
of Anne Arundel County in Liber 3774, folio 370)
Liber No. 456 Folio No. 327

Identification No. 245182 Recorded on ~~1984~~ November 24, 1982

1. Debtor(s) { Gateway International Limited Partnership:
Name or Names—Print or Type formerly BW Limited Partnership
817 Maiden Choice Lane, Baltimore, Maryland 21228
Address—Street No., City - County State Zip Code

2. Secured Party { Union Trust Company of Maryland
Name or Names—Print or Type
Baltimore & St. Paul Sts., Baltimore, Maryland 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) November 22, 1985

RECORD FEE 10.00
POSTAGE .50
#05813 0040 R01 713:51
SEP 5 85

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See * below</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

* All that property located at the northeast quadrant of the intersection of Winterson Road and Elkridge Landing Road in Anne Arundel County, Maryland, being shown as "Lot 1-R" on a plat entitled "Revised Lots 1-R and 2-R, Gateway International" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 97, Page 7. Plat No. 5032.

Mailed to Secured Party

Dated: 9/4/85
Union Trust Company of Maryland
Name of Secured Party
By: *Mary F. Oliver* AVP
Signature of Secured Party

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1985 SEP -5 PM 1:56



E. AUDREY COLLISON
CLERK

1000 50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated July 12, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Academic Underwriters of America, Inc.

Address 1930 Lincoln Park Drive, Annapolis, Maryland 21402

2. SECURED PARTY

Name Continental Bank

Address 1500 Market Street, Philadelphia, PA 19102

RECORD FEE 11.00
POSTAGE .50

#05881 0777 R01 T09:11
SEP 6 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
Debtor grants Secured Party a security interest for payment of all liabilities as defined in the loan and Security Agreement under even date herewith by and between, among others, Debtor and Secured Party in all sums now due and which hereafter become due debtor under paragraph 7 of that certain Agreement, dated February 1, 1978, between American Health and Life Insurance Company and Debtor together with all general intangibles in any way related thereto and all cash and non-cash proceeds thereof.

1/100
1/50.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Academic Underwriters of America, Inc.

Tom Wartenberg
(Signature of Debtor)

Tom Wartenberg
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Continental Bank
(Signature of Secured Party)

V. W. Schoenherr

Type or Print Above Signature on Above Line

11.00
-50

1985 SEP -6 AM 9:35
E. AUBREY COLLISON
CLERK



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

<p>1 Debtor(s) (Last Name First) and address(es)</p> <p>SURGICAL SPECIALTIES INSTRUMENT CO., INC. 2124 Baldwin Avenue Crofton, Maryland 21114</p>	<p>2 Secured Party(ies) and address(es)</p> <p>WALTER E. HELLER & COMPANY Heller/Chandler Division 105 West Adams Street Chicago, Illinois 60603</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
---	--	---

This statement refers to original Financing Statement No. 236222 Dated January 12, 1981

- Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

Debtors address change to: 2131 Esperry Court
Suite 7
Crofton, MD 21114

filed with Anne Arundel

County, MD. 10.00
POSTAGE .50

Secured Party's Name Change to: HELLER FINANCIAL, INC.
f/k/a Walter E. Heller & Company

#05882 D777 R01 T09:12

SEP 6 85

SURGICAL SPECIALTIES INSTRUMENT CO., INC.

HELLER FINANCIAL, INC.
f/k/a Walter E. Heller & Company

Timothy L. Gross
Signature of Debtor if an Amendment
Timothy L. Gross

Denise H. LaRue
By: Signature(s) of Secured Party(ies)
Denise H. LaRue

Dated: Aug 7, 1985, 19 85

(1) FILING OFFICER COPY ALPHABETICAL

UCC-3

MODERN LAW FORMS CHICAGO
(312) 640-1688

CR
CLERK

1985 SEP -6 AM 9:35

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):
Conley Fisher
8367 Balto. & Annapolis Blvd.
Pasadena, Maryland 21122

2. Secured Party(ies) Address(es) And Name(s):
John C. Louis Co. Inc.
1805 Cherry Hill Road
Baltimore, Maryland 21230

4. For Filing Officer: Date, Time, File No., Filing Office:

RECORD FEE 11.00
POSTAGE .50

#05887 0777 R01 TOP:22
SEP 6 85

7. This Financing Statement covers the following types or items of collateral:
(Describe real estate, including record owner if item 6 is applicable)

ONE MELROE Model M643 Bobcat with flotation tires and 54" bucket with teeth
S/N 20141

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

THIS TRANSACTION NOT SUBJECT TO RECORDATION TAX

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with: Sec. of State Filing Office of _____ County/City

8. Signatures:

CONLEY FISHER

JOHN C. LOUIS COMPANY, INC.

By

Conley Fisher
Individual

Debtor(s) [or Assignor(2)]

By

W. Davison
President

Secured Party(ies) [or Assignee(s)]

(2) Filing Officer Copy - Alphabetical

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY
AND ASSIGNEE OF SECURED PARTY.

FORM UCC 1



1985 SEP -6 AM 10:06

E. AUBREY COLLISCH
CLERK

Mailed to Secured Party

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) XXXXXX Boating Center of Baltimore, XXXXXXXXXX Inc. 2015 Turkey Point Rd. Baltimore, MD 21221	2 Secured Party(ies) and Address(es) Borg Warner Acceptance Corp. 7550 Lucerne Dr. Suite 300 Middleburg Hts., OH 44130	3 For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #05887 0777 R01 TOP:25 SEP 6 '85
4 This financing statement covers the following types (or items) of property: See attachment "A"		5. Assignee(s) of Secured Party and Address(es)

11⁰⁰ 30

Check if covered: Products of Collateral are also covered No. of additional sheets presented: 1

Filed with Clerk of Circuit Court - Anne Arundel County

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

By: K. BOATING CENTER OF BALTO, INC. Borg Warner Acceptance Corporation
James P. Neigh *Jeffrey M. Wray*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - COMMERCIAL CODE - UCC-1

This form of financing statement is approved by the Secretary of State

Revised, Eff. 1/1/79

1965 SEP -6 AM 10:06
 E. AUERMAN COLLISON
 CLERK

Mailed to Secured Party

LIBER - 489 PAGE 316

A T T A C H M E N T "A".

All inventory of goods of whatever kind or nature held for sale or lease by Debtor, including but not limited to boats, boat trailers, boat motors, marine equipment, parts and accessories, wherever located, now owned or hereafter acquired or in the possession, custody of Debtor, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

Mailed to Secured Party

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (#8 above):
1 Debtor(s) (Last Name First) and address(es) Cardinal Industries, Inc. 8220 Ritchie Highway Pasadena, Anne Arundel, Md. Lessee 21122	2 Secured Party(ies) and address(es) Park Leasing Company 150 East Broad Street Columbus, Ohio 43215 Lessor	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #05890 0777 R01 TOP:26 SEP 6 85

4 This financing statement covers the following types (or items) of property: (See instruction #5 above.)
 (6) Double Road Trailers, Serial #M-101 through #M-106 and miscellaneous parts.

Check if applicable: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented:
 This financing statement is to be filed in the real estate records

Filed with: Recorder of Anne Arundel, Annapolis, Maryland 21401
 This instrument prepared by Park Leasing Company, 150 East Broad Street, Columbus, Ohio 43215
 Cardinal Industries, Inc. Park Leasing Company
 By: Lynette S. Skillman Signature(s) of Debtor(s)
 By: [Signature] Mgr. of Adm. Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical This form of financing statement is approved by the Secretary of State.
 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1 National Graphics Corp., Col., O. Form No. L8-14

Mailed to Secured Party

RECEIVED
 ANNE ARUNDEL COUNTY
 1985 SEP -6 AM 10:06
 E. AUSTIN COLLISON
 CLERK

STATE OF MARYLAND

LIBER - 489 PAGE 318

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255-043

RECORDED IN LIBER 481 FOLIO 91 ON 12/28/84 (DATE)

1. DEBTOR

Name MAGNUM MASONRY, INC.

Address P. O. Box 1033, Severna Park, Maryland 21146

2. SECURED PARTY

Name AMCA INTERNATIONAL FINANCE CORPORATION

Address P. O. Box 312, Milwaukee, Wisconsin 53201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>The Debtor has changed addresses. The above referenced financing statement is amended to show the new address to be: MAGNUM MASONRY, INC. P. O. Box 25902 Baltimore, Maryland 21224</p>	

RECORD FEE 10.00
POSTAGE .50
#03800 C155 R01 T10:27
SEP 6 85

Mailed to Secured Party

MAGNUM MASONRY, INC.

William A. Gowan
(title)

Dated 8/28/85

AMCA INTERNATIONAL FINANCE CORPORATION

M. B. ...
(title)

(Signature of Secured Party)

Type or Print Above Name on Above Line

#47580

258338

LIBER - 489 PAGE 319

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Cleaning Services
Address 1064 Cape St. Claire Road, Annapolis, Maryland 21401

2. SECURED PARTY

Name RCA Service Company, A Division of RCA Corporation
Address Cherry Hill, N.J. 08358
RCA Service Co., 9020 Red Branch Road, Columbia, MD 21045
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
POSTAGE .50
#05903 0777 R01 T10:49
SEP 6 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

D. Blanch
(Signature of Debtor)

D. BLANCH
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

L. M. Kellner
(Signature of Secured Party)

L. M. KELLNER
Type or Print Above Signature on Above Line

1985 SEP - 6 AM 11:02
E. AUDREY COLLISON
CLERK



No: _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

DEBTOR: Computerworks, Inc.

Type Address of Debtor: 3 Church Circle, Annapolis, MD 21401 and:
2124 Forest Drive, Annapolis, MD 21401

Filing officer may deliver or mail this Financing Statement after Recording to:

Secured Party: WESTINGHOUSE CREDIT CORPORATION
2000 Oxford Dr., Suite 200A
Bethel Park, PA 15102

RECORD FEE 11.00
POSTAGE .50
#05904 0777 R01 T10:53
SEP 6 85

Description of collateral covered by original financing statement.
This financing statement covers the following types (or items) of property:

All of the Debtor's inventory, equipment, accounts, contract rights (including but not limited to any purchase and rental agreements), chattel paper, documents and general intangibles, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, substitutions, replacements, parts, additions and accessions, thereto and thereof, and all proceeds (including but not limited to cash, instruments, chattel paper, general intangibles and accounts) and products thereof.

Check if covered: Proceeds of Collateral are also covered

11/50

Mailed to Secured Party

CR
CLERK

The underlying secured transaction or transactions being publicized by this Financing Statement are not wholly or partially subject to the recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland, 1962 suppl., as amended.

DEBTOR

SECURED PARTY

Computerworks, Inc.
(TYPE TRADE NAME OF DEBTOR)

WESTINGHOUSE CREDIT CORPORATION

By: Thomas E. McCabe

✓ (L.S.) D. Scarfile

Thomas E. McCabe
Assistant Regional Credit Manager
(TYPE NAME AND TITLE)

Dennis Scarfile - Vice President
(TYPE NAME AND TITLE)

PRINT OR TYPE ALL INFORMATION

LIBER - 489 PAGE 321

SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

10.50

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Original F/S#251634
Book472Page257
Anne Arundel County

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Gunter Von Conrad
1352 Pine Tree Rd.
McLean, Va. 22101

Check the box indicating the kind of statement. Check only one box.

- () ORIGINAL FINANCING STATEMENT
- () CONTINUATION-ORIGINAL STILL EFFECTIVE
- () AMENDMENT
- () ASSIGNMENT
- () PARTIAL RELEASE OF COLLATERAL
- (XX) TERMINATION

RECORD FEE 1.00
RECORD FEE 9.00
POSTAGE .50
1985 SEP 6 11:00
SEP 6 85

Name & address of Secured Party

Central Fidelity Bank
9618 Main St.
Fairfax, Va. 22031

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

Sailing Vessel " Amber Tide" A Mystic Cutter 30' Hull #LBK00C060978

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Mailed to Secured Party

Signature of Debtor if applicable (Date)

Carol B. Pruett

Carol B. Pruett:Regional Loan Operations-

Signature of Secured Party if applicable (Date)
Supervisor.

258185

LIBER - 489 PAGE 322

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)
Gould Inc.
Defense Electronics Division
6711 Baymeadow Drive
Glen Burnie, MD 21061

2 Secured Party(ies) and address(es)
CBC LEASING, Division of
Capitol Bank & Trust of Chicago
4801 West Fullerton Avenue
Chicago, IL 60639
VJM

For Filing Officer
(Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE 50
#05908 D777 R01 711:07
SEP 6 85

4 This financing statement covers the following types (or items) of property:

Collateral: Equipment as listed on Exhibit A attached hereto (including any and all repairs, substitutions and replacements thereof and any and all features, modifications, and additions thereto), together with any and all proceeds and payments therefrom and thereunder, and all proceeds of the foregoing collateral.

Equipment Location: Gould Inc.
Defense Electronics Division
6711 Baymeadow Drive
Glen Burnie, MD 21061

ASSIGNEE OF SECURED PARTY

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented: 1

Filed with: COUNTY RECORDER - ANNE ARUNDEL, MD

By: William C. [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature of Secured Party

(STANDARD)
(1) FILING OFFICER COPY - ALPHABETICAL

UCC-1 Modern Law Forms CHICAGO

11/00
50

CR. CLERK
SEP - 6 AM 11:07
JUDICE COLLISCH
CLERK

LIBER - 489 PAGE 323

EXHIBIT A

<u>ITEM</u>	<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>
1	1	DEST Series 213 Optical Character Recognition Page Reader
2	1	DEST #4119-HP3000 Series Format
3	1	DEST #2111 Pak II
4	1	Installation of above
5	1	DESTWORD/DSTTDP Operating Software

Mailed to Secured Party

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Gould Inc. Defense Electronics Division 6711 Baymeadow Drive Glen Burnie, MD 21061		2 Secured Party(ies) and address(es) CBC LEASING, Division of Capitol Bank & Trust of Chicago 4801 West Fullerton Avenue Chicago, IL 60639 VJM	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #03909 0777 R01 T11:08 SEP 6 85
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4 This financing statement covers the following types (or items) of property:
Collateral: Equipment as listed on Exhibit A attached hereto (including any and all repairs, substitutions and replacements thereof and any and all features, modifications, and additions thereto), together with any and all proceeds and payments therefrom and thereunder, and all proceeds of the foregoing collateral.
 Equipment Location: Gould Inc.
 Defense Electronics
 6711 Baymeadow Drive
 Glen Burnie, MD 21061

ASSIGNEE OF SECURED PARTY

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented: 1

Filed with: COUNTY RECORDER - ANNE ARUNDEL, MD

By: GOULD INC.
 Signature(s) of Debtor(s)

By: Kenof Murphy
 Signature of Secured Party

(STANDARD)
 (1) FILING OFFICER COPY - ALPHABETICAL UCC-1 Modern Law Terms CHICAGO

1985 SEP -6 AM 11:44
 E. AUBREY COLLISON
 CLERK

EXHIBIT A

<u>ITEM</u>	<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>
1	1	Tracer 1000 w/ Master Station DEC PDP-11 Computer, 16 Bit, 128K Memory, 10 MEG Winchester Disk Dual Floppy Backup, Master Station Intercom
2	1	8-Color, 19" CRT, 186 square inch view area
3	1	Keyboard for man/machine interface, 16 dedicated function keys, numeric cluster
4	1	Printer for hard copies operable keyboard, graphics capability, standard ASC 11 letter sets
5	1	System (operational) software package
6		Remote Console for hard wire interface with field sensors
7		Field sensors
8		Installation labor, system checkout, operator training

Mailed to Secured Party

RECORD FEE 12.00
 RECORD TAX 49.00
 POSTAGE .50

#00130 0345 R02 T13:25

SEP 6 85

LIBER - 489 PAGE 326

258341

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es): SMITH JESSE L. SMITH CAROL A. 7892 AMERICAN CIR GLEN BURNIE MD 21061	2. Secured Party(ies) (or Assignee) and address(es): 063 516 ALLSTATE ENTERPRISES, INC. 10850 LOWELL AVE. OVERLAND PARK KS 66210	For Filing Officer (Date, Time, No. & Filing Office):
3A. This Financing Statement covers the following types (or items) of property: (describe)		
TOTAL AMOUNT OF INDEBTEDNESS UNDER ANY CONTINGENCY IS \$7,384.20		
ONE 17FT BASSTRACKER BOAT, ID#: BUJ38766K485 1985 ONE BASSTRACKER TRAILER, ID#: LJL114919FA006425 1985 ONE MERCURY 35 HP MOTOR, ID#: A152861 1985		
3B. (If Collateral is crops) the above described crops are growing or are to be grown on: (describe Real Estate)		
3C. If applicable, the above (goods are to become fixtures on:) (timber is standing on:) (minerals or the like, including oil and gas, or accounts will be financed at the wellhead or minehead of the well or mine located on:) (legal description of Real Estate)		
(Name of Record Owner)		
4. (If products of Collateral are claimed) <input type="checkbox"/> Products of the Collateral are also covered.		
Filed with <u>Clerk of Circuit Court</u> <u>Allstate Enterprises, Inc.</u> 7-22-85		
<u>SMITH JESSE L. & SMITH CAROL A.</u> <u>Lisa Brown</u>		
By: <u>Jesse L. Smith Carol A. Smith</u> By: <u>Lisa Brown</u> <small>Signature(s) of Debtor(s)</small> <small>Signature(s) of Secured Party(ies) or Assignee(s)</small>		
(1) FILING OFFICER COPY—ALPHABETICAL FORM UCC-1—KANSAS UNIFORM COMMERCIAL CODE		Form approved by: <u>[Signature]</u> Secretary of State <small>FORM K450 B. & C. INC. 2820 ROE LANE KANSAS CITY, KS. 66103</small>

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT - J.A. COUNTY

1985 SEP -6 PM 1:35



E. AUBREY COLLISON
 CLERK

12.00
 49.50
 50

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$25,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Colonial Taverns, Inc.

#2 Village Green
Crofton, Maryland 21114

RECORD FEE 11.00
RECORD TAX 175.00
POSTAGE 2.50
#059667277 100 10:05
SEP 16 85

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All inventory, accounts receivable and equipment now owner and hereafter acquired by borrower and all proceeds (cash & non-cash) of such inventory, accounts receivable and equipment.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

175/00
50



1985 SEP -6 PM 3:00
E. AUMLEY COL. CLERK

Debtor (or Assignor)

Secured Party (or Assignee)

Colonial Taverns, Inc.

FARMERS NATIONAL BANK OF MARYLAND

By: *Donald E. Byland*
President

BY *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

REC'D
E. AUBREY COLLISON

1905 SEP - 6 PM 2:40

CLERK

LIBER - 489 PAGE 328

258343

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 10,000.00

FINANCING STATEMENT

1. Debtor(s):

Thomas Nastoff
Name or Names—Print or Type

7040 Bembe Beach Road Annapolis A.A. County MD 21403
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Elizabeth Williams
Name or Names—Print or Type

7040 Bembe Beach Road Annapolis MD 21403
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe). (Attach separate list if necessary).

1. All goods of the debtor, including raw materials, or materials used or consumed in the business of the debtor, commonly referred to as inventory.

2. All personal property and fixtures of the debtor wherever located or whether now owned or in existence or hereafter acquired or created, including goods, documents, chattel paper and leases.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 11.00
POSTAGE .50
#05956 0237 R01 T14:39
SEP 6 85

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S):

Thomas Nastoff
(Signature of Debtor)
Thomas Nastoff
Type or Print

(Signature of Debtor)
Type or Print

SECURED PARTY:

(Company, if applicable)

Elizabeth Williams
(Signature of Secured Party)
Elizabeth Williams
Type or Print (Include title if Company)

RECORD TAX 70.00
#00239 0237 R02 T15:14
SEP 6 85

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Alan W. Bernstein, Esq., P.O. Box 591, Annapolis, MD 21404

Form F-1

Mailed to Secured Party

11-20
-50

258344

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

If transactions or transactions wholly or partially subject to recordation do not indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 8-12-85
Uniform Commercial Code.

is presented to a filing officer for filing pursuant to the

1. DEBTOR

Name Robert Warren Yeater, Jr. & Ella May Yeater

Address 7382 Eldon Ct. Ridgewood M.H.P. Hanover, Md. 21076

2. SECURED PARTY

Name Maryland Mobile Home Sales, Inc.

Address 6312 Ritchie Hyw. Glen Burnie, Md. 21061

CONDITIONAL SALES CONTRACT HAS BEEN SIGNED
Person And Address To Whom Statement Is To Be Returned If Different From Above
SIGNEE: PHILADELPHIA SAVIR'S FUND SOCIETY, 1234 MARKET ST. 9th FLOOR
MOBILE HOME UNIT, PHILADELPHIA, PA. 19107

3. Maturity date of obligation (if any) 8-12-2000

4. This financing statement covers the following types (or items) of property: (list)

1975 Zimmer Mobile Home
70x12 serial# 15666
Includes; Ref., Stove
Wheels & Axles

Amount Financed
\$10,003.00

Encumbrance
\$21,609.00

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Robert Warren Yeater, Jr.
(Signature of Debtor)

Robert Warren Yeater, Jr.
Type or Print Above Name on Above Line

Ella May Yeater
(Signature of Debtor)

Ella May Yeater
Type or Print Above Signature on Above Line

Carl E. Finch, Vice Pres.
(Signature of Secured Party)

Carl E. Finch, Vice Pres.
Type or Print Above Signature on Above Line

Mailed to Secured Party

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE FILING FEE AS REQUIRED BY THE MOTOR VEHICLE ADMINISTRATION FOR THE SECURITY INTEREST FOR THE ABOVE MOTOR VEHICLE HAS BEEN PAID.

DEALER Maryland Mobile Home Sales, Inc.

BY: *Carl E. Finch, Vice Pres.*

RETURN FILE
POSTAGE .50
#03876 DT77 R01 115:21

SEP 6 85

CR
DEBT

1985 SEP - 6 PM 4:05
E. AUBREY COLLISON
CLERK

1250

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name (Last Name First) POLLUX Corporation	2. Debtor(s) Complete Address(es) 8280 Patuxent Range Rd. Jessup, Maryland 20794	
3. & 4. Secured Party(ies) and Complete Address(es) First American Bank, N.A. 740 15th St. NW. Washington, DC 20005	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe)		
<p>1. All Accounts Receivable (both those currently owned and those hereafter acquired).</p> <p>2. All Inventory and fixed assets currently owned or hereafter acquired, including but not limited to the following: inventory foil 3003, 5052 5056; miscellaneous supplies and packing; chemicals, resins, and solvent; finished goods; boiler; expander; major equipment; printer; rolls; wash line; packing and testing equipment; computers; saws; furniture and fixtures; press; and leasehold improvements.</p>		
<p>RECORD FEE 11.00 POSTAGE #00248 C237 R02 T11:05 SEP 6 85</p>		
8a. <input checked="" type="checkbox"/> Proceeds are also covered. 8b. <input checked="" type="checkbox"/> Products of collateral are also covered.		No. of additional sheets presented. ()
Filed with Circuit Court Clerk of <u>ANNA ARUNDEL</u> County; Other		
9. Transaction is (), is not (), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____		
10. This statement is to be returned after recordation to: Robert G. Sutherland, V.P. First American Bank, N.A. 1325 G. St. NW; Washington DC 20005		
Signature(s) of Debtor(s) POLLUX Corporation, by Philip Wolf, Pres.	Signature(s) of Secured Party(ies) or Assignee(s) First American Bank, N.A., Washington, D.C. by <u>Robert G. Sutherland</u>	
<u>Philip Wolf</u>	Robert G. Sutherland, V.P.	



LIBER - 489 PAGE 332

RENTAL SCHEDULE K-3

<u>Qty</u>	<u>Description</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Equipment Location</u>	<u>Accept Date</u>	<u>Accept Name</u>
1	M M SOLID WASTE EQUIPMENT, INC. Model 250 Compactor - Grey Power unit mounted top of compactor Power unit cover, Hydraulic tank heater, Fire shields - side of compactor Multi cycle timer, Pressure guage - mounted Crash bumper fron of compactor, Larger feet fron of compactor, Dual guide islands with covers, Heavy duty rear angle, Side hinged access door, Control panel mounted Start/Stop in sealtite, Extra large side enclosure, 'Best' door locks (1), Hollow metal door 36x36 w/frame & limit switches Dog box formed - Stop & Stop style, Beige paint inside, dark brown outside, Oil spill protector pan		5119	Stop & Shop #10-002 300 VFW Parkway Dedham, MA 02026	5/1/85	K-6

<u>Qty</u>	<u>Description</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Equipment Location</u>	<u>Accept Date</u>	<u>Accept Name</u>
1	M M SOLID WASTE EQUIPMENT, INC. Model 250 Compactor, Dual cylinder Power unit mounted side of compactor Power unit cover, Hydraulic tank heater, Fire shields - side of compactor Multi cycle timer, Pressure guage - mounted Crash bumper front of compactor, Large feet front of compactor, Dual guide islands w/covers, Heavy duty rear angle, Side hinged access door, Control panel mounted Start/Stop in sealtite, Side w/o over the rear enclosure, 'Best' door lock (1), Hollow metal door 36x36 w/frame & switches Diamond plate side w/o platform modified Dog box formed Stop & Stop style, Beige paint inside, brown outside, Oil spill protector pan		5290	Stop & Shop #10-002 300 VFW Parkway Dedham, MA 02026	5/1/85	K-7

RENTAL SCHEDULE K-3

<u>Qty</u>	<u>Description</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Equipment Location</u>	<u>Accept Date</u>	<u>Accept Notes</u>
1	<p>M M SOLID WASTE EQUIPMENT, INC. Model 250 Compactor - drop deck Dual Cylinder, Power unit mounted side of compactor, Power unit cover Hydraulic tank heater, Fire shields - side of compactor, Multi cycle timer Pressure guage, Crash bumper front of compactor, Larger feet front of compactor, Dual guides, Heavy duty rear angle, Side hinged access door, Control panel, Start/Stop in sealtite, Rear enclosures, 2 'Best' door locks, Hollow metal exit door from enclosure, Hollow metal door 36x36 w/frame & limit switch, Expanded metal safety ramp, Diamond plate walk on, Hopper extension, Enclosure extension, Moveable hinged riser for steel decking, Oil spill protector pan Diamond plate side walk on platform, Metal enclosure framing on packer, Beige paint inside, dark brown outside</p>		5260	Stop & Shop #10-776 905 Massachusetts Ave. Arlington, MA 02172	5/1/85	KES

RENTAL SCHEDULE K-3

<u>Qty</u>	<u>Description</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Equipment Location</u>	<u>Accept Date</u>	<u>Accept Name</u>
1	AUTOMATED COMPACTION SYSTEMS, INC. Commercial Compactor Model C-3000 vertical compactor		415	Medi-Mart #70-172 142A Amity Road New Haven, CT	5/1/85	K-10

RENTAL SCHEDULE K-3

<u>Qty</u>	<u>Description</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Equipment Location</u>	<u>Accept Date</u>	<u>Accept Notes</u>
1	M M SOLID WASTE EQUIPMENT, INC. Model 550HD Compactor Hydraulic passenger side cart dump Safety mechanical system Enclosure 20', 80% full light Oil cooler, Power unit cover, Electric eye system Guide rails with covers Crash bumper front of compactor Conveyor feed extension Pressure guage Oil spill protector pan Installation and frame mount- exhaust fan Steel cement pad shields Trash carts, 8" casters, tow hooks Crown Model 140TR Tow Tractor		5369	Bradlees #80-960 One Bradlee Circle Braintree, MA 02184	5/1/85	K-7

RENTAL SCHEDULE K-3

LIBER - 489 PAGE 336

<u>Qty</u>	<u>Description</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Equipment Location</u>	<u>Accept Date</u>	<u>Accept Note</u>
1	AUTOMATED COMPACTION SYSTEMS, INC. Commercial Compactor Model C-3000 vertical compactor, with new style door latch and cart		412	Bradlees #80-578 Capitol Shopping Center Bladensburg, MD	5/1/85	K-8
1	AUTOMATED COMPACTION SYSTEMS, INC. Dempster Model SP48-56 stationary compactor which includes: Walkout enclosure, 12'x8'x10' Hopper, 48"x60"x8' Steel deck along side of enclosure, 6'x6' reinforced with legs Hopper door, Ramp access door, 7'x3 1/2' Chute protector, 4 x 4 tubing Power unit cover, sound proofing Masonite 5000 PSI glycerine gauge Expanded metal ramp to front compartment, 22' with safety rail Hinged ramp to container floor on slide Second guide island Primer, paint, caulking & weatherstripping Schedule 80 pipe & fittings 50 gallons hydraulic oil		TK4560	Bradlees #80-578 Capitol Shopping Center Bladensburg, MD	5/1/85	K-9

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 199982

RECORDED IN LIBER 430 FOLIO 478 ON December 29, 1975 (DATE)

1. DEBTOR Concrete Placing Service, Inc.
Name Brown & Watson Equipment Co., Inc/
Address 708 N. Crain Hwy. Glen Burnie, Maryland

RECORD FEE 10.00
POSTAGE .50
#64014 C777 R01 T08:48
SEPT 9 85

2. SECURED PARTY
Name Credit Alliance Corporation
Address 770 Lexington Avenue, New York, New York 10021
Credit Alliance Corporation
Prel Plaza, Orangeburg, New York 10962
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. Continuation <input checked="" type="checkbox"/> <u>XX</u> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)

1985 SEP - 9 AM 8:50
E. AUBURN & COLLIERSON
CLERK

1000
1050.

Mailed to Secured Party

Dated August 29, 1985

CREDIT ALLIANCE CORPORATION
(Signature of Secured Party)

ASST. V.P.

Type or Print Name on Above Line

RECORD FEE 10.00
POSTAGE .50

#06035 0037 001 70937
SEPT 9 1985

U.S. FEDERAL BUREAU OF INVESTIGATION

1985 SEP -9 AM 9:37



LIBER - 489 PAGE 338

TERMINATION STATEMENT

Identifying File No. 233877

FILING OFFICER: Please mail this Termination Statement to the Secured Party at its address.
ACCOUNT NUMBER 110635-1

DEBTORS (Names and Residence Address)	SECURED PARTY (Name and Address)
Jacob, W and Estelle Logan Rt 2 Box 839 Glen Burnie, Md. 21061	BLAZER FINANCIAL SERVICES, INC. 104 BALTO. / ANNAP. BLVD., N. E. P. O. BOX 66 GLEN BURNIE, MD. 21061

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.

Secured Party Blazer Financial Services Inc.

By J.J. Tomalonis Jr. Title Manager Dated Jan 2, 19 82
0227-20 Maryland 2-64

Mailed to Secured Party

mail to: *Jacob W Logan*
126 Sunnyside Glen Burnie MD
21061

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Kovacs, Paul Kovacs, Susan Y. 6446 Franconia Court Springfield, Va 22150		2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	3. Maturity date (if any): For Filing Officer (Date, Time and
4. This statement refers to original Financing Statement bearing File No. <u>248860</u>		Filed with <u>Anne Arundel Co.</u> Date Filed <u>9/1/83</u> 19 <u>83</u>	
5. <input type="checkbox"/> Continuation.	The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input checked="" type="checkbox"/> Termination.	Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment.	The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment.	Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release.	Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.			

RECORD FEE 10.00
POSTAGE .50
#06016 C777 R01 708:52
SEPT 9 85

8-14-85

No. of additional Sheets presented: _____

BERKELEY FEDERAL SAVINGS & LOAN

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: _____ Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

CR CLERK

1983 SEP 9 AM 10:06

90:01 HW 6 - JES:061

E. ALVIN COLLISON

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: F.P. Asher, Jr. & Sons, Inc.
(Name or Names—Last Name First)
1861 Crownsville Road, Annapolis, MD. 21401
(Address)

2. SECURED PARTY: McClung-Logan Equipment Co., Inc.
(Name or Names) ✓
4601 Washington Blvd., Baltimore, Md. 21227
(Address)

3. ASSIGNEE OF SECURED PARTY:

4. This Financing Statement covers the following types (or items) of property:

One (1) Koehring Model 4475 Telescoop S/N 86234

RECORD FEE 11.00
POSTAGE .50
#06017 C777 R01 T08:54
SEPT 9 85

- 5. Proceeds of collateral are covered hereunder: YES NO
- 6. Products of collateral are covered hereunder: YES NO
- 7. This transaction is exempt from the Recordation Tax.

8. Filed with: Recording Desk, Anne Arundel County, Box 868 Court House Annapolis, MD. 21400

9. RETURN TO: McClung-Logan Equipment Co., Inc.
4601 Washington Blvd., Baltimore, MD. 21227

Dated this 15 day of July, 19 85

DEBTOR: F.P. Asher, Jr. & Sons, Inc. SECURED PARTY: McClung-Logan Equipment Co., Inc.

By: [Signature] (Title) By: Thomas B. Logan, President (Title)



1985 SEP -9 AM 10:06
COLLISION

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

1100
20

Mailed to Secured Party

FINANCING STATEMENT

TO BE RECORDED AT:

- a) SDAT - Financing Statement Records
- b) Anne Arundel County - Financing Statement Records
- c) Anne Arundel County - Land Records

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: BWI HSR LIMITED PARTNERSHIP
c/o The Beacon Companies
One Post Office Square
Boston, Massachusetts 02109
Attention: Edwin N. Sidman,
President

2. NAME AND ADDRESS OF SECURED PARTY: STATE STREET BANK AND TRUST
COMPANY, as Trustee
P.O. Box 5363
Boston, Massachusetts 02206
Attention: Daniel Golden

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of the Debtor in all of the equipment listed on Exhibit B attached hereto and made a part hereof (the "Equipment"), whether now owned or hereafter acquired by the Debtor and wherever located, together with all alterations, additions, accessions, and improvements thereto, substitutions therefor and renewals and replacements thereof (collectively, "Additions"); and together with all Proceeds (hereinafter defined) thereof.

(b) The interest of the Debtor in all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, including (without limitation) the Equipment (but not including (i) inventory or work in process, or (ii) consumable goods or trade fixtures or other personal property owned by any tenants, occupying all or any portion of the Real Property, as defined below) now or hereafter located or contained in or upon or attached to, the real property located in Anne Arundel, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, and the improvements thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations of the Real Property, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, together with all Additions

Mailed to Secured Party

2/00
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1985 SEP -9 AM 10:22
CR
CLERK
RECORD FEE 21.00
POSTAGE .50
400274 0055 R02 T10:12
SEPT 9 85

thereto (collectively, the "Equipment Collateral"), and all Proceeds thereof. The Real Property is also described in a certain Deed of Trust dated as of September 1, 1985, between the Debtor and the Secured Party, as trustee (the "Deed of Trust"). The Debtor is a record owner of the Real Property.

(c) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment Collateral or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment Collateral or any part thereof.

(d) The interest of the Debtor in any and all payments, Proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or the Equipment Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(e) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Real Property or the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Real Property or the Equipment Collateral, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, and all accounts and general intangibles growing out of or in connection with such leases and subleases, together with all Proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(f) The interest of the Debtor in all of the following property of the Debtor:

(i) all accounts, whether now owned or hereafter acquired by the Debtor, and all Proceeds of such accounts;

(ii) all general intangibles, whether now owned or hereafter acquired by the Debtor, and all Proceeds of such general intangibles;

(iii) all chattel paper, whether now owned or hereafter acquired by the Debtor, and all Proceeds of such chattel paper; and

(iv) all inventory, whether now owned or hereafter acquired by the Debtor and wherever located, and all Proceeds of such inventory (including, without limitation, all accounts arising from the sale of such inventory), and all documents of title and negotiable and non-negotiable warehouse receipts representing any inventory of the Debtor.

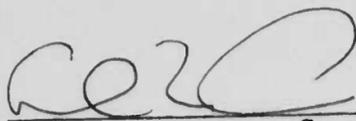
4. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code and shall include the proceeds of any and all insurance policies.

5. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to the Deed of Trust and under and pursuant to the Loan Agreement dated as of September 1, 1985 (the "Loan Agreement"), by and among the Debtor and Anne Arundel County, Maryland (the "Public Body") as security for the loan made by the Public Body to the Debtor under and pursuant to the Loan Agreement. Such security interest has been assigned by the Public Body to the Secured Party, as Trustee, under and pursuant to the Trust Indenture dated as of September 1, 1985, by and among the Public Body and the Secured Party, as security for the Public Body's \$22,740,000 Economic Development Revenue Bond (BWI HSR Limited Partnership Facility), 1985 Series.

Debtor:

BWI HSR LIMITED PARTNERSHIP

By

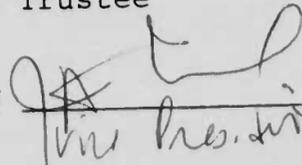


, General Partner

Secured Party:

STATE STREET BANK AND TRUST COMPANY,
as Trustee

By



Mr. Clerk: Return to: Anilkumar J. Hoffberg, Esquire
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street, 18th Floor
Baltimore, Maryland 21202

LIBER - 489 PAGE 344

EXHIBIT A

DESCRIPTION OF THE LAND

ALL OF THAT LAND, situate and lying in Anne Arundel County, Maryland, which consists of Lot 1-R, as shown on a Plat entitled "Revised Plat Lots 1-R & 2-R Gateway International", recorded among the Land Records of the said County in Plat Book 97 at folio 7.

DESCRIPTION OF THE EQUIPMENT

The interest of the Debtor in all equipment, machinery, apparatus, fixtures, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Real Property and used or usable in connection with any present or future operation of such Real Property and now owned or hereafter acquired by the Debtor, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof, including, by way of example rather than of limitation, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, sump pumps, attached cabinets, partitions, ducts and compressors, landscaping, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon such land.

THE MONUMENTAL TITLE CO.
The Monumental Title Bldg.
NEVERNA PARK, MD. 21146

Mailed to:

To be recorded:	Not subject to recordation
Land Records-Anne Arundel County	tax:
✓ Financing Statement	Principal amount is
Records-Anne Arundel County	\$7,260,000
State Department of	
Assessments and Taxation	
Maryland	
[Local filing] Commonwealth of Massachusetts	
[Central Filing] Commonwealth of Massachusetts	

The appropriate amount of documentary stamps are affixed to a Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same debt.

FINANCING STATEMENT

- | | |
|--|---|
| 1. Debtor: | Address of Debtor: |
| BWI Hospitality Suites Limited Partnership, a limited partnership organized and existing under the law of Massachusetts, | c/o The Beacon Companies
One Post Office Square
34th Floor
Boston, Massachusetts 02109 |
| 2. Secured Party: | Address of Secured Party: |
| Connecticut General Life Insurance Company, a corporation organized and existing under the law of Connecticut, | c/o CIGNA Capital Advisers, Inc.
Hartford, Connecticut 06152 |

3. This Financing Statement covers all of the Debtor's right, title and interest in and to: RECORD FEE 14.00

(i) all right, title and interest of Debtor in and to that certain Development and Operating Agreement dated as of September 1, 1985, Embassy Suites Inc. ("Embassy"), a Tennessee corporation, as franchisor, and Debtor, as franchisee, and any renewals, modifications or extensions thereof (the "Operating Agreement"); POSTAGE .50

(ii) subject to any approvals to such transfer required by law, which approvals Debtor agrees to use best efforts to obtain, all right, title and interest of Debtor, or any of its partners, in and to any hotel, restaurant and alcoholic beverage licenses hereafter issued in connection with the operation of the premises as a hotel, and all permits issued in connection therewith, and any renewals, modifications, extensions or novations thereof (collectively, the "License"); and #00275 0055 R02 110:13

1400
/50

SEPT 9 85

1985 SEP -9 AM 10:22



(iii) all right, title and interest of Debtor, or any of its partners, if any, in and to the name "Embassy Suites" and any and all other names, trademarks, trade names, service marks, slogans, designs and other means of identification, whether registered or unregistered, used now or hereafter in connection with any business or other activity conducted by Debtor, or any of the partners or agents of either, on any of the Mortgaged Property and the goodwill and books and records relating to such business or other activity.

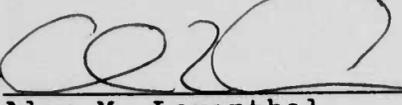
4. The aforesaid items are included as security in a security agreement of even date herewith and given by the Debtor to the Secured Party named herein, securing a debt owed by the Debtor to the Secured Party.

5. Proceeds of collateral, and after-acquired property are covered hereunder.

6. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Security Agreement. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Security Agreement, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

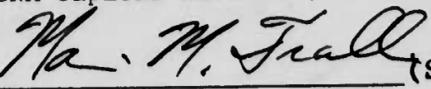
BWI Hospitality Suites
Limited Partnership, a
limited partnership
organized and existing
under the law of Massachusetts,

by  (SEAL)
Alan M. Leventhal

Secured Party:

Connecticut General Life In-
surance Company, a corporation
organized and existing under
the law of Connecticut

By: CIGNA Capital Advisers, Inc.

by  (SEAL)

Marvin M. Franklin
Assistant Vice President

Date: September 5, 1985

To the Filing Officer: After this Statement has been recorded,
please mail the same to Anilkumar J. Hoffberg, Esquire, 300 E.
Lombard Street, Baltimore, Maryland 21201.

9366e

LIBER - 489 PAGE 348

FINANCING STATEMENT

by

BWI Hospitality Suites Limited Partnership, Debtor

and

Connecticut General Life Insurance Company, Secured Party

EXHIBIT A

Description of land

ALL OF THAT LAND, situate and lying in Anne Arundel County, Maryland, which consists of Lot 1-R, as shown on a Plat entitled "Revised Plat Lots 1-R & 2-R Gateway International", recorded among the Land Records of the said County in Plat Book 97 at folio 7.

THE MONUMENTAL TITLE CO.
The Monumental Title Bldg.
Mailed to: SEVERRA PARK, MD. 21146

NOT TO BE RECORDED
IN LAND RECORDS

LIBER - 489 PAGE 349

NOT SUBJECT TO
RECORDATION TAX

258350

FINANCING STATEMENT

Debtor: Dunn Development Company, Inc.
136 West Street
Annapolis, MD 21401

Secured Party: Capitol Products Corporation
P.O. Box 3070
Harrisburg, PA 17105

1. This Financing Statement covers the following types of property:

All of Debtor's right, title and interest in Port Lewes Limited Partnership, including all profits and distributions therefrom.

2. Proceeds of collateral are covered.

DUNN DEVELOPMENT COMPANY, INC.

BY:

Phil Dunnes
"DEBTOR"

RECORD FEE 11.00

POSTAGE .50

#00277 0237 R02 110:51

SEPT 9 85

CAPITOL PRODUCTS CORPORATION

BY:

Mac H. Nachman, att.

TO THE FILING OFFICER: After this Financing Statement has been recorded with the State Department of Assessments and Taxation and the Circuit Court for Anne Arundel County, please return to: Marc H. Nachman, 28 W. Alleghany Avenue, Suite 606, Towson, MD 21204.

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 SEP -9 AM 10:59

1
E. AUBREY COLLISON
CLERK



11.00
.50

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Morris, Anthony B. & Diana E. 3704 Camelot Drive Annandale, Virginia 22003	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleekr Street Millburn, N.J.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. _____ Inst # 25706 C237		RECORD FEE 10.00 POSTAGE .50 #06055 0777 801 T1019 SEPT 1983
Filed with <u>Anne Arundel Co.</u> Date Filed <u>6/15</u> 19 <u>83</u>		

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10.

No. of additional Sheets presented: _____

BERKELEY FEDERAL SAVINGS & LOAN

By: [Signature]
Signature(s) of Secured Party(ies)

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

CR CLERK

1983 SEP -9 AM 11:02
E. AUBREY COLLESON
CLERK

8-14-83

AAC. 11.50 CM03

FINANCING STATEMENT FORM UCC-1

Identifying File No. 258351

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Owens Charter Bus Company, Inc.
Address 3910 Old Birdsville Road, Harwood, Maryland 20776

2. SECURED PARTY

Name First Maryland Leasecorp
Address 25 South Charles Street
Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached

11/50

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Owens Charter Bus Company, Inc.

(Signature of Debtor) and title

First Maryland Leasecorp

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

William R. Brown

Type or Print Above Signature on Above Line

1985 SEP -9 AM 11:02
E. MURPHY COLLISON
CLEAN

LIBER - 489 PAGE 352

SCHEDULE A

Three (3) new 1985 International Model 1853 school buses s/n 1HVLNHGM5FHA52480, 1HVLNHGM4FHA52499, and 1HVLNHGM0FHA52533 with 60 passenger Thomas school bus bodies, diesel engine and two-way Motorola radios; including, without limitation, all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing equipment.

Owens Charter Bus Company, Inc.

Mailed to Secured Party

JAC

LIBER - 489 PAGE 353

RECORD FEE 12.00

RECORD TAX 63.00

POSTAGE .50

#00278 C237 R02 T11#02

258352 SEPT 9 85

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es): MONTAGUE ROBERT J. MONTAGUE CATHERINE M. 710 HAMLIN RD. GLEN BURNIE MD 21061	2. Secured Party(ies) (or Assignee) and address(es): ALLSTATE ENTERPRISES, INC. 10850 LOWELL AVE. OVERLAND PARK KS 66210 063 253	For Filing Officer (Date, Time, No. & Filing Office):
--	--	---

3A. This Financing Statement covers the following types (or items) of property: (describe)
TOTAL AMOUNT OF INDEBTEDNESS UNDER ANY CONTINGENCY IS \$ 9482.40

ONE 17FT BASSTRACKER BOAT, ID#: BUJ41507B585 "1985"
 ONE BASSTRACKER TRAILER, ID#: 1JL114412FA005472 "1985"
 ONE MERCURY 50 HP MOTOR, ID#: A130735 "1985"

3B. (If Collateral is crops) the above described crops are growing or are to be grown on: (describe Real Estate)

3C. If applicable, the above (goods are to become fixtures on:) (timber is standing on:) (minerals or the like, including oil and gas, or accounts will be financed at the wellhead or minehead of the well or mine located on:) (legal description of Real Estate)

(Name of Record Owner)

4. (If products of Collateral are claimed) Products of the Collateral are also covered.

Filed with Clerk of Circuit Court Allstate Enterprises, Inc. 7-16-85

MONTAGUE ROBERT J. & MONTAGUE CATHERINE M. Lisa Brown

By: *Robert J. Montague* Signature(s) of Debtor(s) *Catherine M. Montague* By: *Lisa Brown* Signature(s) of Secured Party(ies) or Assignee(s)

(1) FILING OFFICER COPY—ALPHABETICAL
FORM UCC-1—KANSAS UNIFORM COMMERCIAL CODE

Form approved by:

Patricia Brown
Secretary of State

FORM K450
B. & C. INC.
2620 ROE LANE
KANSAS CITY, KS. 66103

Mailed to Secured Party

RECEIVED FOR RECORD
COURT CLERK'S OFFICE
1985 SEP -9 AM 11:09
E. AUDREY COLLISON
CLERK

12.00
63.00
.50



This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) United Propane, Inc. 205 Najoles Rd. Millersville, MD 21108 Ann Arundel Co.	2. Secured Party(ies) and address(es) Chemi-Trol Chemical Co. 2776 C.R. 69 Rt. 1 Gibsonburg, OH 43431 Sandusky Co.	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) 258353
4. This financing statement covers the following types (or items) of property: LP Gas Storage Tanks with quantities and serial nos. on the attached listing. Note 998 <i>Subject to recording fee 3.30 per 1000.00 of value Paid to State Dept of assessment and taxation 28.16</i>		5. Assignee(s) of Secured Party and Address(es) RECEIVED POSTAGE #06037 0040 R01 T1104 SEPT 9 85
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with: County Recorder
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
United Propane, Inc. (title) By: <i>[Signature]</i> Signature(s) of Debtor(s)	Chemi-Trol Chemical Co. By: <i>[Signature]</i> Fin. Div. MGR. Signature(s) of Secured Party(ies)	

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use In Most States)

CHEMI-TROL CHEMICAL CO.

GIBSONBURG, OHIO 43431



TANK DIVISION
 2098 West State Street
FREMONT, OHIO 43420
 PHONE | Area Code 419
 334-2664

CHEMICAL DIVISION
 2776 C.R. - 69 R. - 1
GIBSONBURG, OHIO 43431
 PHONE | Area Code 419
 665-2367

July 18, 1985

United Propane, Inc.
 Note 998

Serial Numbers of Tanks

2-1000 Gal.: 332253, 332254.

27-420 lb. D.O.T. Cylinder: Each preceded by "600". 2958, 2807, 2845, 3205, 2850, 2812, 2991, 2968, 3090, 2943, 3007, 2995, 3191, 2859, 2989, 2994, 3008, 2739, 3056, 3182, 2870, 2938, 3018, 2936, 3138, 3013, 2847.

RECEIVED FOR RECORD
 COUNTY CLERK

1985 SEP -9 AM 11:15

E. AUDREY COLLISON
 CLERK



1100
 52

United Propane Inc.
 205 Najoles Rd.
 Millersville, MD 21108
 Ann Arundel County

Chemi-Trol Chemical Co.
 2776 C.R. 69 Route 1
 Gibsonburg, Ohio 43431

Loan Number 998
 Date July 18, 19 85
 Maturity Date July 18, 19 88
 Loan Amount \$ 9,018.72
 Renewal Of _____

BORROWER'S NAME AND ADDRESS

"I" Includes each borrower above, jointly and severally.

Note: I promise to pay to you, or your order, at your address above, the sum of (which is the same as the Total of Payments):
 Nine thousand eighteen and 72/100 ----- Dollars \$ 9,018.72

I will pay this amount as follows:
 (a) In 36 installments of \$ 250.52 each, beginning Aug. 18, 19 85 and continuing on the same day of each month
 thereafter until paid in full.
 (b) (other) _____

LATE CHARGE: I will pay a late charge of 5% (up to \$3.00) of the amount of any payment which is not paid within 10 days of when it is due.

POST-MATURITY INTEREST: Interest will accrue at the rate of _____% per year on the balance of this note not paid at maturity, including maturity by acceleration.

PREPAYMENT: I may prepay this note in whole or in part at any time. However, any partial prepayment will not excuse any later scheduled payments until I pay this note in full. If and when I prepay this note in full, or if you accelerate and demand payment of the unpaid balance of this note, the precomputed interest will be recalculated and refunded or credited based on the rule of 78's.

DEFAULT: I agree to pay the costs you incur to collect this note upon my default, including your reasonable attorneys' fees (except where prohibited by law).

A loan acquisition fee of \$ _____ will first be deducted from the total finance charge before application of the rule of 78's and will not be refunded.

THE PURPOSE OF THIS LOAN IS: Purchase of LP Storage Tanks.

You may retain a minimum interest charge of \$ _____ if after the application of the rebate formula, the amount you would retain would be less than that amount.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.	I have the right to receive at this time an itemization of the Amount Financed
10.75 simple %	\$ 1,339.02	\$ 7,679.70	\$ 9,018.72	YES - I want an itemization NO - I do not want an itemization
My Payment Schedule will be:				
Number of Payments	Amount of Payments	When Payments Are Due		
36	\$ 250.52	Payments are due the 18th of each month with the first payment due Aug. 18, 1985 and the 18th of each month thereafter.		"e" means an estimate
	\$			\$ _____ Filing Fees
	\$			\$ _____ Non-filing Insurance

Security: I am giving a security interest in: (brief description of other property) 2-1000 Gal., 27-420# LP Storage Tanks.
 the goods or property being purchased
 collateral securing other loans with you may also secure this loan.
 my deposit accounts and other rights to the payment of money from you.

Late Charge: If a payment is late (made more than 10 days after due) I will be charged 5% of the amount late, up to \$3.00.

Prepayment: If I pay off this loan early, I may be entitled to a refund of part of the finance charge.

I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.

Type	Premium	Term	Signatures (or Initials)
Credit Life			I want credit life insurance <input checked="" type="checkbox"/> _____ Name of Insured _____
Credit Disability			I want credit disability insurance <input checked="" type="checkbox"/> _____ Name of Insured _____
Joint Credit Life			I want joint credit life insurance <input checked="" type="checkbox"/> _____ Name of Insured _____

Itemization of Amount Financed

Amount given to me directly	\$ 8,533.00 (a)
Downpayment due	\$ 853.30 (b)
Amount paid on my account	
Amounts paid to others on my behalf:	
To Credit Life Insurance Company	\$ _____ (c)
To Disability Insurance Company	\$ _____ (d)
To Public Officials	\$ _____ (e)
	\$ _____ (f)
	\$ _____ (g)
	\$ _____ (h)
Prepaid Finance Charge	\$ 7,679.70 (i)
AMOUNT FINANCED (a through h - i)	\$ 1,339.02 (j)
Finance Charge (include prepaid)	\$ 1,339.02 (k)
Total of Payments (j + k)	\$ 9,018.72 (l)

I do not want: _____ Credit Life Ins.; _____ Credit Disability Ins.; _____ Joint Credit Life Ins.

Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you.

Security - To secure the payment of the note total (defined on the reverse side):
 (1) I acknowledge and agree that you have the right to set-off this note against any obligation you have (now or hereafter) to pay money to me.
 (2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

(3) If checked, this note is not further secured.
 (4) If checked, this note is secured by a separate Financing Statement dated 7-18-85
 (This property should be described in the Truth-in-Lending disclosure above.)

(5) Security Agreement - If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form. LP Gas Storage Tanks with Serial Nos. on the attached listing.

Mailed to Secured Party

If checked, this security agreement (if filed) should be filed in the real estate records.

This property will be used for Personal Business Agricultural purposes.
 (other) _____

Legal Description _____

If checked, this is a purchase money loan. You may include the name of the seller on the check or draft for this loan.

Record Owner (if not me) _____

Signatures
 Any person who signs within this enclosure does so to give you a security interest in the property described above, but assumes no personal obligation to pay this note.
 Name _____ Date _____

I agree to the terms of the note and security agreement above (including those on the other side of this form) and acknowledge receipt of at least one copy on today's date
United Propane, Inc.
 Signature _____
 If checked, the signature below was required as a condition of credit.

Signature for Lender - where necessary for filing this security agreement
 David Payne Fin. Div. Mgr.

Signature _____
 If checked, the signature below was required as a condition of credit.

PRECOMPUTED NOTE, DISCLOSURE, AND SECURITY AGREEMENT.
 © 1981 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 FORM NDS-PI-OH 10/81

Signature _____

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

LIBER - 489 PAGE 356

258354

FINANCING STATEMENT

1. Debtor: Gary L. Hart
Address: 27 Old Solomon's Island Rd.
Annapolis, Maryland 21403
2. Secured Party: SECOND NATIONAL BUILDING & LOAN, INC.
Address: P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any preceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

RECORD FEE 13.00
POSTAGE .50
#00292 0040 R02 T13:18
SEPT 9 85

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ANNAPOLIS COUNTY

1985 SEP -9 PM 1:25

E. AUBREY COLLISON
CLERK



13.00

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust, Additional Security Assignment of Leases executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtors:

Gary L. Hart (SEAL)
GARY L. HART

Secured Party:

SECOND NATIONAL BLDG. & LOAN, INC.

BY: Marion J. Minker, Jr. (SEAL)
MARION J. MINKER, JR. *SM*
Senior Vice President

Dated: 8/30/85

MR. CLERK: Return to:

Edward O. Wayson, Jr., Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

LIBER - 489 PAGE 358

EXHIBIT A

Legal Description

All that piece or parcel of land located in the County of Anne Arundel, Sixth Tax District, State of Maryland and described as follows:

BEGINNING FOR THE SAME and being all of Lot Numbered Ten (10), as shown on the Plat of Parole Manor recorded among the Land Records of Anne Arundel County in Plat Book 21, folio 13. The improvements thereon being located on Old Solomons Island Road.

Mailed to Secured Party

258367

LIBER - 489 PAGE 359

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$230,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: , 1985

FINANCING STATEMENT

- 1. Debtor: Address:
 JACOB J. VANDERGRIFT, III 309 Melvin Avenue
 dba The Housewrights Annapolis, Maryland 21401
- 2. Secured Party: Address:
 UNION TRUST COMPANY OF P.O. Box 1077
 MARYLAND Baltimore, Maryland 21203
- 3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Union Trust Company of Maryland, and are deemed by said

CR
CLERK

1985 SEP -9 PM 2:49
E. AUBREY COLLISON
CLERK

RECORD FEE 18.00
POSTAGE 50
#00300 C055 R02 T14:40
SEPT 9 85

1800
50

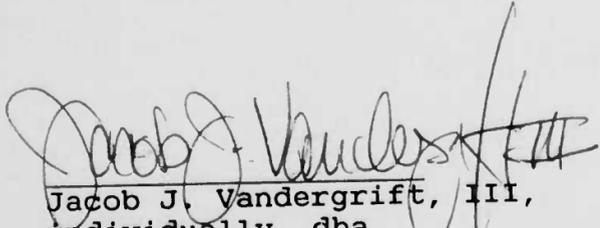
Deed of Trust to be part of the hereinafter described real estate.

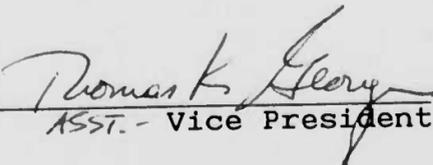
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF
MARYLAND


Jacob J. Vandergrift, III,
individually, dba
The Housewrights

By 
ASST. - Vice President

MDFS32.110

BEGINNING for the same at a granite stone found at the Southwest corner of Lot 14 as shown on a Plat of Harmony Acres Estates recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 34, page 50; said stone being further located at the same beginning point as in the conveyance from Jack H. Bridges and Joan S. Bridges, his wife, to Harold G. Kimball, et al, by deed dated October 25, 1967, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2116, folio 89; and running from said beginning point so fixed and with part of the North 89° 48' East 578.75 foot line of the above mentioned conveyance to Kimball, et al, reversely, and with bearings referred to Maryland Grid North, South 83° 10' 58" West 545.81 feet to a concrete monument found at the Southeast corner of the conveyance from Hester Ann Ridout and Samuel Ridout to The Rector, Vestry and Church Wardens of St. Margarets Westminister Parish, Anne Arundel County, Maryland, by deed dated March 17, 1884 and recorded among the said Land Records in Liber SH 23, folio 273;

THENCE with part of the East line of said conveyance recorded in Liber SH 23, folio 273, North 12° 46' 45" West 373.48 feet to an iron pipe set at the Southwest corner of the conveyance from Winson G. Gott, Trustee, to George W. Norris and Eleanor R. Norris, his wife, by deed dated December 24, 1921, and recorded among the said Land Records in Liber WNW 46, folio 173;

THENCE with part of the South line of the above mentioned conveyance recorded in Liber WNW 46, folio 173, North 84° 28' 15" East 603.89 feet to intersect the West line of Lot 1 as shown on the above mentioned Plat of Harmony Acres Estates;

THENCE with part of the said West line of Lot 1 and also with the West line of lot 14 as shown on said Plat of Harmony Acres Estates, South 03° 45' 20" East 358.40 feet to the place of beginning.

CONTAINING 4.810 acres, more or less, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in February 1974.

BEING a parcel of ground lying to the West of said Harmony Acres Estates, to the North of the above mentioned conveyance to Harold Kimball, et al, recorded in Liber 2116, folio 89, to the East of the above mentioned conveyance to The Rector, Vestry and Church Wardens of St. Margarets Westminister Parish, Anne Arundel County, Maryland, recorded in Liber SH 23, folio 273, and to the South of the above mentioned conveyance to George W. Norris & Eleanor R. Norris, his wife, recorded in Liber WNW 46, folio 173. Being the remainder of the property conveyed to Zachariah D. Ridout as aforesaid.

Save and excepting therefrom, so much of a certain 50' private road, as hereinafter described, and as shown on a plat attached hereto and recorded in the Land Records of Anne Arundel County in Plat Book 3938, page 245, affects the hereinbefore described lands.

Together with the use in common of a certain 50' private road, as more particularly hereinafter described, for ingress

and egress to the property hereby conveyed; said 50' private road being described as follows:

BEGINNING for the same at a point located on the South side of St. Margarets Road and at the same beginning point as in Parcel One of the conveyance from Robert A. Dietz, Guardian of the Property of Eleanor R. Norris to Andrew Berne and Danielle Berne, his wife, by deed dated December 1984 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3835, page 130;

THENCE with the South side of said St. Margarets Road, North 84° 34' East 75.53' to a point;

THENCE leaving said St. Margarets Road, and running thru said Parcel One, South 35° 53' 38" West 33.02', South 12° 46' 45" East 510.59' and South 54° 09' 15" East 37.52' to intersect the North 84° 28' 15" East 603.89 foot line of Parcel Two of the above mentioned conveyance;

THENCE running thru said Parcel Two, South 12° 46' 45" East 20.16', South 84° 28' 15" West 75.52' and North 12° 46' 45" West 20.16' to a point located in the above mentioned North 84° 28' 15" East 603.89 foot line of said Parcel Two; said point being further located at the end of the South 12° 46' 45" East 560.68 foot line of said Parcel One;

THENCE with the said South 12° 46' 45" East 560.68 foot line of said Parcel One, reversely, North 12° 46' 45" West 560.68' to the place of beginning.

CONTAINING 0.694 acres more or less and as described by McCrone, Inc. in August, 1985.

BEING a 50' Private Road, with use in common, and being part of Parcel One and part of Parcel Two of the above mentioned conveyance from Robert A. Dietz, Guardian of the Property of Eleanor Norris to Andrew Berne and Danielle Berne, his wife, by deed dated December, 1984 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3835, page 130.


Wanda J. Robinson, Salter & Colaborough
Post Office Box 221
Annapolis, Maryland

Mailed to: _____

033174

258368

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$16,500
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Joseph D. Moser
M. Pamela Beusch

100 Cathedral St., Suite 3
Annapolis, MD 21401

RECORD FEE 12.00
 RECORD TAX 115.00
 POSTAGE .50
 #06181 0777 R01 T15:03
 SEPT 9 85

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

Altos Fourty Megabyte System:

Altos 586T-40, 2 Altos III Terminals, 2 Cables for Altos III Terminals, Okidata 2410S Printer, 350 CPS, Cable for Okidata 2410S Printer, Concurrent CP/M Operating System, Physicians' Office Computer Software.

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3. Proceeds } of the collateral are also specifically covered.
 Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

128
115.50

1985 SEP -9 PM 3:28
 CLERK
 COLLISON
 CLERK

Debtor (or Assignor)

Secured Party (or Assignee)

Joseph D. Moser
x M. Pamela Beusch

FARMERS NATIONAL BANK OF MARYLAND

Mailed to Secured Party

BY

[Signature]

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

033174

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 20,000.00

To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Chesapeake Bay Communications, Inc.	1819 Bay Ridge Ave. Annapolis, MD 21403

RECORD FEE	11.00
RECORD TAX	140.00
POSTAGE	.50

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

NO 6182 0777 R01 T15:04
SEPT 9 85

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

One Computer: Leading Edge Model DMONO 256K, 1 Citizen MSP-10 Printer and Printer Stand.
One York 5 ton Air Conditioner, York Heat Pump and York Air Handler, Model No. RMO46709.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

Mailed to Secured Party

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

1100
14000



1985 SEP -9 PM 3:28
E. AUDREY COLLISCH
CLERK

Debtor (or Assignor)

Secured Party (or Assignee)

Chesapeake Bay Communications, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY:

Richard Lopez

BY:

Edward H. ...

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Anne Arundel County

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 251100 recorded in
Liber 471, Folio 201 on March 2, 1984 (Date).

1. DEBTOR(S):

Name(s) Alarm Technologies, Inc.

Address(es) 2455 Hudson Street, Annapolis, MD 21401

2. SECURED PARTY:

Name Maryland National Bank, Attn: Maureen Konschnik

Address 1713 West Street, Annapolis, MD 21401

Return to Debtor

Person and Address to whom Statement is to be returned if different from above.

RECORD FEE

10.00

POSTAGE

.50

#06229 0040 R01 T09:14

SEPT 10 85

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. _____

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By *Laura R. Richardson*
Laura Richardson

(Type, Name and Title)
Commercial Officer

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

Mailed to: *Alarm Technology, Inc.*

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 SEP 10 AM 9:25

E. AUGREY COLLISON
CLERK



10.00

258372

LIBER - 489 PAGE 366

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es): Alarm Technologies, Inc. 224 Hudson Street, Annapolis, MD 21401	2. Secured Party(ies) Name(s) And Address(es):  CAPITAL BANK N.A. 815 Connecticut Avenue, N.W. Washington, D.C. 20006	3. Bank Note No. 212000070070
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable) see attached Schedule A.		4. For Filing Officer: Date, Time, File No., Filing Office:
<input checked="" type="checkbox"/> Proceeds-- <input type="checkbox"/> Products of the collateral are also covered.		RECORD FEE 11.00 POSTAGE .50 #06230 C040 R01 T09:14 SEPT 10 85
8. Signatures: [If debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.] ALARM TECHNOLOGIES, INC.		5. Assignee(s) of Secured Party, Address(es):
By <u>Howard B. Katz</u> HOWARD B. KATZ, PRESIDENT FORM #8.43	Debtor(s) [or Assignor(s)]	6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.
FINANCING STATEMENT		By <u>William J. Aragoni</u> WILLIAM J. ARAGONI, Secured Party (ies) [or Assignee(s)] VICE PRESIDENT UCC-1

1985 SEP 10 AM 9:26
E. AUBREY COLLISON
CLERK



11/86

LIBER - 489 PAGE 367

SCHEDULE A

All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising.

HBL, President

Mailed to: Capital Bank N.A.

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

LIBER - 489 PAGE 368

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 256147 recorded in Liber 484, Folio 55 on April 15, 1985 (date).

1. DEBTOR(S):

Name(s): Walrus LTD, Inc. t/a Griffins

Address(es): 3754 Patuxent River Road

Davidsonville, Maryland 21035

RECORD FEE
POSTAGE
#00331 6777

12.00
.50
#02 109:00
SEPT 10 85

2. SECURED PARTY:

Name: Equitable Bank, National Association

Attn: Teresa A. Dewitt

Address: 100 S. Charles Street

Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. [] CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. [] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. [] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6. [X] AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. [] RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Please amend Debtors address to read:

20-22-24 Market Space
Annapolis, Maryland 21401

9. DEBTOR: Walrus LTD., Inc.
T/A Griffins

By: *[Signature]*
James R. Deckman, President

SECURED PARTY:

EQUITABLE BANK, National Association

By: *[Signature]*
Bonnie B. Edwards
Assistant Vice President

(Type Name and Title)

Mailed to Secured Party

CR
CLERK

1985 SEP 10 AM 9:29

ERIN COLLESON
CLERK

1200

FINANCING STATEMENT

For Filing Officer -- (Date, Time, No. and Office)

[] To Be [X] Not to Be Recorded in Land Records

This financing statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor and address: Albright International, Inc.
80005 Rappahannock Avenue
Jessup, Maryland 20794

RECORD FEE 11.00
POSTAGE .50

2. Secured Party and address: Young & Co's Brewery, P.L.C.
Wandsworth, London, U.K.

#00334 C777 R02 109:03

3. This Financing Statement covers the following types of personal property (describe) Debtor's inventory consisting of beers and ales acquired from Secured Party

SEPT 10 85

4. The proceeds of collateral [X] are [] are not covered.

5. The products of collateral [] are [X] are not covered.

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) N/A

7. (If collateral is goods which are or which are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) N/A

8. (If collateral is timber to be cut) The above timber is standing on: (describe real estate) N/A

9. (If collateral is minerals or the like or certain accounts) The above minerals or accounts will be financed at the well-head or minehead or well or mine located on (describe real estate) N/A

150

10. (If debtor has no interest of record in real estate) A record owner is (name) N/A

11. This transaction [] is subject [X] is not subject to recordation tax on the principal amount of \$ _____

DEBTOR

SECURED PARTY

ALBRIGHT INTERNATIONAL, INC.

YOUNG & CO'S BREWERY, P.L.C.

By: [Signature]
William A. Albright, President
(type or print names beneath signatures)

By: [Signature]
Charles E. Kopman
(type or print names beneath signatures)

Mailed to Secured Party

CR CLERK

RECEIVED BY DEBTOR
SALES DEPT. U.S. ACCOUNT

1985 SEP 10 AM 9:29

E. AUBREY COLLISON
CLERK

258375

No: _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

DEBTOR: Peter and Associates, Inc.

Type Address of Debtor: 7452 Baltimore-Annapolis Blvd.

Glen Burnie, MD 21061

Filing officer may deliver or mail this Financing Statement after Recording to:

Secured Party: WESTINGHOUSE CREDIT CORPORATION

2000 Oxford Dr., Suite 200A
Bethel Park, PA 15102

RECORD FEE 11.00
POSTAGE 1.50
#00335 0777 R02 709304
SEPT 10 85

Description of collateral covered by original financing statement.
This financing statement covers the following types (or items) of property:

All of the Debtor's inventory, equipment, accounts, contract rights (including but not limited to any purchase and rental agreements), chattel paper, documents and general intangibles, of whatever kind or nature, wherever located now owned or hereafter acquired, and all returns, repossessions, substitutions, replacements, parts, additions and accessions, thereto and thereof, and all proceeds (including but not limited to cash, instruments, chattel paper, general intangibles and accounts) and products thereof.

Check if covered:

Proceeds of Collateral are also covered

Mailed to Secured Party

11/10
50

The underlying secured transaction or transactions being publicized by this Financing Statement are not wholly or partially subject to the recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland, 1962 suppl., as amended.

DEBTOR

SECURED PARTY

Peter and Associates, Inc.
(TYPE TRADE NAME OF DEBTOR)

WESTINGHOUSE CREDIT CORPORATION
By: Thomas E. McCabe

(L. S.) Lynn H. Miller

Thomas E. McCabe
Assistant Regional Credit Manager
(TYPE NAME AND TITLE)

Lynn H. Miller - President
(TYPE NAME AND TITLE)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Foy, Michael Wayne
Address 227 Armstrong Lane, Pasadena, Maryland 21122

2. SECURED PARTY

Name Jacobs Ford Truck Sales, Inc.
Address 8300 Ardwick-Ardmore Road, Landover, Maryland 20785
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 13.00
POSTAGE 50
#00338 0777 R02 109:07

SEPT 10 85

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Assignee of the Secured Party

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

35

1985 SEP 10 AM 9:07
CR CLERK

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Michael Wayne Foy
Michael Wayne Foy
(Signature of Debtor)

Michael Wayne Foy
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jacobs Ford Truck Sales, Inc.

Laurence M. O'Connor, V.P.
(Signature of Secured Party)

Laurence M. O'Connor, V.P.
Type or Print Above Signature on Above Line

LIBER - 489 PAGE 372
ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated August 27, 1985

between Jacobs Ford Truck Sales, Inc., as Seller/Lessor/Mortgagee
and Michael Wayne Poy, 227 Armstrong Lane, Pasadena, Maryland 21122

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is
\$ 97,104.00
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 27th day of August, 19 85

Jacobs Ford Truck Sales, Inc. (SEAL)
(Seller/Lessor/Mortgagee)

By Samuel M. O'Connor, Jr.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Jacobs Ford Truck Sales, Inc. FROM: Michael Wayne Foy
8300 Ardwick-Ardmore Road, Landover, MD 20785 227 Armstrong Lane, Pasadena, MD 21122

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1985 Ford Dump Truck Model 9000 with 14 1/2 ft. R & S Steel Body, Jake Brake, 46,000 lb. rears, 16,000 lb. front, S/N 1FDZU90W9FVA30996

(1) TIME SALES PRICE \$ 105,164.00
(2) Less DOWN PAYMENT IN CASH \$ 8,060.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 97,104.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 227 Armstrong Lane, Pasadena, Maryland

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety seven thousand one hundred four and 00/100***** Dollars (\$ 97,104.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of October, 19 85, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 2,023.00 and the final installment being in the amount of \$ 2,023.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE. BUYER(S)-MAKERS(S):

Date: August 27, 19 85

Accepted Jacobs Ford Truck Sales, Inc. (SEAL)

Michael Wayne Foy (SEAL)

By: Lawrence M. O'Connor V.P.

By: Michael Wayne Foy

Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

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1

CREDIT ALLIANCE CORPORATION

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies thereon, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____ 19 _____ (SEAL) }
 _____ (Corporate, Partnership or Trade Name or Individual Signature) } Signature
 _____ By _____ } of
 (Witness) _____ Mailed to Assignee _____ } Seller
 _____ (Signature: Title of Officer, "Partner" or "Proprietor")

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

~~BLV 467~~ Liber 437

Page No. 401

Identification No. 237888

Dated May 13, 1981

1. Debtor(s) { P & M Limited Partnership and Washington Stair and
Name or Names—Print or Type Iron Works, Inc. 20002 and
2014 5th St., N. E. Washington, D. C. 20002 and
510 DiGiulian Boulevard, Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code

2. Secured Party { The Citizens National Bank
Name or Names—Print or Type
390 Main Street, Laurel, Maryland 20707
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

RECORD FEE 12.00
POSTAGE 50
#00340 C777 R02 T09:11

4. Check Applicable Statement:

SEPT 10 85

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>

Change in name of partnership:

From: P & M Limited Partnership
To: Maryland P & M Limited Partnership

BL
CLERK

1985 SEP 10 AM 9:30
E. AUBREY COLLISON
CLERK

Dated: 8-21-85

The Citizens National Bank

Name of Secured Party

P & M Limited Partnership

Debtor

Paul L. Otto, General Partner

Washington Stair and Iron Works, Inc.

Paul L. Otto, President

Martin A. Sharpless
Signature of Secured Party

Martin A. Sharpless, Exec. Vice President
Type or Print (Include Title if Company)

Mailed to Secured Party

10.00
50

258377

LIBER - 489 PAGE 376

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 3. The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First and Address(es)): **DAVID A KASSEL**
BARBARA S MORRIS
LOT 57
LOTHIAN MD 20711

2. Secured Party(ies): Name(s) and Address(es): **GREEN TREE ACCEPTANCE INC.**
6506 LOISDALE RD; BOX 807
SPRINGFIELD, VA 22150

4. For Filing Officer: Date, Time, No. - Filing Office
RECORD FEE 12.00
POSTAGE .50
#00341 0777 R02 T09:11
SEPT 10 95

5. This Financing Statement covers the following types (or items) of property:
1979 NEW DOMINION CASA ROYALE
65 X 14 SERIAL # 1ZA78104642038 BSM
"AND INCLUDING ALL ~~FURNITURE~~, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

6. Assignee(s) of Secured Party and Address(es):

7. The described crops are growing or to be grown on: *
 The described goods are or are to be affixed to: *
 The lumber to be cut or minerals or the like (including oil and gas) is on: *
*(Describe Real Estate in Item 8.)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records: 9. Name of a Record Owner

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s).

By DAVID A KASSEL BARBARA S MORRIS GREEN TREE ACCEPTANCE INC.
David A Kassel *Barbara S Morris* *Isabel Manfredi*
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(1) FILING OFFICER COPY - NUMERICAL
3/83 STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

Mailed to Secured Party



RECEIVED FOR RECORD
CLERK COUNTY
1995 SEP 10 AM 9:30
E. AUBREY COLLISON
CLERK

258379

LIBER - 489 PAGE 378

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Anderson, Ervin L. 314 Bayview Drive Edgewater, Maryland 21037	2. Secured Party(ies) and address(es) Jefferson Bank & Trust Company 8703 Central Avenue Capitol Heights, M-aryland 20743	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #00355 0777 R02 110:01 SEPT 10 95 5. Assignee(s) of Secured Party and Address(es)
4. This financing statement covers the following types (or items) of property: 1985 Invader 19', Model 197V Cuddy, Hull#MWK45240B585, 125hp Volvo I/O engine # 701193 1985 Shore Line Trailer # FY069988 NOT SUBJECT TO RECORDATION TAX.		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered ~~by~~ proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
 Filed with:
 Ervin L. Anderson
Ervin L. Anderson
 By: _____ Signature(s) of Debtor(s)
 Jefferson Bank & Trust Company
[Signature]
 By: _____ Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

Mailed to Secured Party
 CR CLERK
 1985 SEP 10 AM 10:14
 E. AUBREY COLLISON
 CLERK

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

A.J.B.Clothiers, Inc.

1. Debtor(s):

Name or Names—Print or Type
442 HARBORVIEW MARI GLENDALE, MD 21201
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

Glazer & Glazer, Inc.
 Name or Names—Print or Type
200 W. Baltimore St., Baltimore, MD 21201
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Goods supplied on consignment by Secured Party in Debtor's premises for resale consisting of men's clothing, furnishings, and accessories in the nature of suits, pants, jackets, coats, haberdashery, shoes, socks and related items; and to include replenishment thereof.

RECORD FEE 11.00
 POSTAGE .50
 #00757 1777 002 110:02

SEPT 10 '85

4. The cash and credit transactions proceeds received from the sale of the collateral are covered.

DEBTOR(S): A.J.B.Clothiers, Inc.
Albert J. Bachtman, Pres.
 (Signature of Debtor)
ALBERT J. BACHTMAN, PRES.
 Type or Print
 (Signature of Debtor)
 Type or Print

SECURED PARTY:
Glazer & Glazer, Inc.
 (Company, if applicable)
William Glazer, V.P.
 (Signature of Secured Party)
William Glazer, Vice President
 Type or Print (Include title if Company)

CR CLERK
 1985 SEP 10 AM 10:14
 E. AUDREY COLLISON
 CLERK

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Mitchell Stevan, Esq., 345 N. Charles St., Baltimore, MD 21201
 Lanes Bros. Form F-1

The original of this financing statement has been filed with the State Department of Assessments and Taxation.

Mailed to Secured Party

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Annmarc, Inc.
(Name)
 222 Severn Avenue
(Address)
 Annapolis, Maryland 21403

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn: _____
(Name of Loan Officer)
 P.O. Box 1596
(Address)
 Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

RECORD FEE 11.00
 POSTAGE .50
 #00394 0777 R02 T13:31

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

SEPT 10 85

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

(Seal)

(Seal)
 Patrick R. Pined
(Signature)

(Print or Type Name)

DEBTOR (OR ASSIGNOR)

Annmarc, Inc.
(Seal)

(Seal)
 George A. Haren
(Signature)

(Print or Type Name)

1985 SEP 10 PM 2:04
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Annmarc, Inc.
(Name)
 222 Severn Avenue
(Address)
 Annapolis, Maryland 21403

SECURED PARTY (OR ASSIGNEE)
 THE FIRST NATIONAL BANK OF MARYLAND

Attn: _____
(Name of Loan Officer)
 P.O. Box 1596
(Address)
 Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory. (3) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral.

RECORD FEE 11.00
 POSTAGE .50
 #00395 0777 R02 113:33
 SEPT 10 85

CR
 CLERK

1985 SE 10 PH 2:04
 E. AUBREY COLLISON
 CLERK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

Mailed to Secured Party

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

(Seal)

(Seal)
 Patrick R. Picard
(Signature)

(Print or Type Name)

DEBTOR (OR ASSIGNOR)

Annmarc, Inc. (Seal)

(Seal)
 George S. Hazen
(Signature)

(Print or Type Name)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251070

RECORDED IN LIBER 471 FOLIO 167 ON 03/01/84 (DATE)

1. DEBTOR

Name SEVERN COMPANIES, INC.

Address 410 Severn Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name BUTLER AND COMPANY, INC.

Address 8726 Town & Country Blvd #205 (P.O.Box 505) Ellicott City, MD 21043-0505

RECORD FEE 10.00
POSTAGE .50
#00396 C777 R02 113-34
SEPT 10 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

1000
50

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>
<p>The following equipment is hereby added: 2 - EZ1 Phase II Telephones</p>	

1985 SEP 10 PM 2:04
E. AUBREY COLLISON
CLERK

Mailed to Secured Party


Signature of Debtor

JACK R STEERE
Type or Print Above Name on Above Line

Date

Deborah Stran
Signature of Secured Party

DEBORAH STRAN
Type or Print Above Name on Above Line

8/30/85
Date

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing _____

This financing statement is presented to a filing officer pursuant to the
Uniform Commercial Code:

1. LESSEE Quest Constructors Corp.
P.O. Box 98, Harwood, MD 20776
(Name or Names) (Address)
RECORD FEE 11.00
POSTAGE .50
#00397 C777 BOX 113735
SEPT 10 85

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234
(Name or Names) (Address)

3. ASSIGNEE (if any) of LESSOR Harbor Federal Savings & Loan
P. O. Box 12309 Baltimore, Maryland 21281-2309
(Name or Names) (Address)

4. This financing Statement covers the following types (or items) of property:
One - IBM-PC XT, 2- 360K Drives, IBM Monochrome Display, 1 - FX-185 Tractor
Printer, Multimate, Data Base MGR II, Lotus 1-2-3, 3.1 Operating System,
Printer Stand, Surge Protector + misc. supplies

11/50



5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE Quest Constructors Corp.
By: Barry D. Bucher (Title)
(Type or print name of person signing)
LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Gordon T. Hill (Title)
Gordon T. Hill
(Type or print name of person signing)
Return to: Harbor Federal Savings & Loan
P. O. Box 12309
Baltimore, MD 21281-2309
Attn: Bob Williams
Mailed to: _____

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244618

RECORDED IN LIBER 455 FOLIO 54 ON 10-14-82 (DATE)

1. DEBTOR

Name ZBORAI TIRE & SERVICE CENTER, INC.
Address 306 OLD ANNAPOLIS RD., GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name THE GOODYEAR TIRE & RUBBER COMPANY
Address P.O. BOX 2010
NEW BRUNSWICK, N.J. 08903 ATTN: CREDIT DEPT.

RECORD FEE 10.00
POSTAGE 50
#00401 0777 R02 113:39
SEPT 10 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

Form with checkboxes for A. Continuation, B. Partial Release, C. Assignment, and D. Other. Includes address correction: 7501 BALTIMORE-ANNAPOLIS BLVD. GLEN BURNIE, MD. 21061

CHECK [X] FORM OF STATEMENT

1000
50

1985 SEP 10 PM 2:05

BL
CLERK

Dated 9-4-85

Judith T. Van Pelt
(Signature of Secured Party)
JUDITH T. VAN PELT
Type or Print Above Name on Above Line

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244619
RECORDED IN LIBER 455 FOLIO 55 ON 10-14-82 (DATE)

1. DEBTOR

Name ZBORAI TIRE & SERVICE CENTER, INC.
Address 306 OLD ANNAPOLIS RD., GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name THE GOODYEAR TIRE & RUBBER COMPANY
Address P.O. BOX 2010
NEW BRUNSWICK, N.J. 08903 ATTN: CREDIT DEPT.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
#00402 C777 #02 113:39
SEPT 10 85

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) AMENDMENT</p>
	<p>ADDRESS CORRECTION: 7501 BALTIMORE-ANNAPOLIS BLVD. GLEN BURNIE, MD. 21061</p>	

1600
1642

1985 SEP 10 PM 2:05
4-AUBREY COLLISON
GLEN

BL
CLERK

Mailed to Secured Party

Dated 9-4-85

Judith T. Van Pelt
(Signature of Secured Party)
JUDITH T. VAN PELT
Type or Print Above Name on Above Line

258384

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dillon's Bus Service, Inc.

Address 8383 Elvaton Road, Millersville, Maryland 21108

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 17.00
POSTAGE
#00406 0777 R02 713:44
SEPT 10 85

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

17.00
1750.

1985 SEP 10 AM 2:05
CR CLERK
E. ANNISSEY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dillon's Bus Service, Inc.

Keith M. Dillon, President
(Signature of Debtor)

Keith M. Dillon, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]

(Signature of Secured Party)

Larry F. Kimmel, Assistant V.P.

Type or Print Above Signature on Above Line

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 3rd day of September 1985 by and betweenDillon's Bus Service, Inc. having its principal place of business at
8383 Elvaton Road, Millersville, Maryland 21108

"Mortgagor", and

Credit Alliance Corporation

"Mortgagee".

WITNESSETH:

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pillage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

Dillon's Bus Service, Inc. (Seal)

By Keith M. Dillon, President (Title)

Secretary

STATE OF Maryland }
COUNTY OF Anne Arundel } ss

Keith M. Dillon

being duly sworn, deposes and says

1. He is the President of Dillon's Bus Service, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this

day of 19

Keith M. Dillon

NOTARY PUBLIC

STATE OF COUNTY OF SS

I, a Notary Public duly qualified in and for said County and State, do hereby certify that on this

day of 19 in (Place) in said County, before me personally appeared

to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)

and known as and to be a member of the partnership of

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

President of Dillon's Bus Service, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument, that he resides at

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated September 3, 1985 between the under-
signed.

LIBER - 489 PAGE 389

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used GMC 46 Passenger Coach	1974 - 4905	P8M4905A-580
One (1)	Used GMC 46 Passenger Coach	1975 - 4905	P8M4905A-1057
	The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Agreement with the proceeds hereof being used by Mortgagor to acquire the above property.		

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

Dillon's Bus Service, Inc.

By: Kirk M. Dillon, President

Mailed to Secured Party



LIBER - 489 PAGE 390

258385

PRINT OR TYPE ALL INFORMATION

FINANCING STATEMENT

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL (CLERK OF Anne Arundel County)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

RECORD FEE 11.00
POSTAGE 1.50
#00409 0777 R02 T13346
SEPT 10 85

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Richard and Susan Shockey
15824 Dorset Road
Laurel, MD 20707

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OR COLLATERAL
- TERMINATION

CLERK
1985 SEP 10 PM 2:05

Name & address of Secured Party

Sovran Bank, N.A.
10440 Main Street
Laurel, MD 20707

Name & address of Assignee

Mailed to Secured Party

Date of maturity if less than five years

Proceeds of collateral are covered
Products of collateral are covered

Description of collateral covered by original financing statement

Four year old thoroughbred mare, Heartbreak, with resulting foal from 1985 breeding to General Assembly.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)
Richard and Susan Shockey

[Handwritten signatures of Richard and Susan Shockey]

Signature of Secured Party if applicable (Date)
Sovran Bank, N.A.

8/19/85
[Handwritten signature of Tommie L. Critchfield]
BY: Tommie L. Critchfield, VP

N 12-109 (1/84)
R 24-0113 (1/84)

White-Original • Canary-Acknowledgement Copy • Pink-Bank Copy

STATE OF MARYLAND

258386

FINANCING STATEMENT - 189 PAGE 391

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wm. A. Underwood d/b/a Chesapeake Energy Systems, Inc.
Address P.O. Box 1179, Glen Burnie, MD 21061

RECORD FEE 12.00
POSTAGE .50
#00417 0777 R02 113:52
SEPT 10 85

2. SECURED PARTY

Name J. I. Case Co. d/b/a Case Power & Equipment
Address 1223 Dorsey Road, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - Case 25 & 4 Trencher, Backhoe, Buckfill Blade
S/N 1142136

RECORDATION TAX - EXEMPT - Conditional Sales Contract Signed by Debtor
The Secured Party is the Seller

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

5. Assignee(s) of Secured Party and Address(es)
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
DeWitt, N.Y. 13214

Mailed to Assignee

William A. Underwood
(Signature of Debtor)

William A. Underwood and
Type or Print Above Name on Above Line
Chesapeake Energy Systems Inc

(Signature of Debtor)

Type or Print Above Signature on Above Line

J I Case Co dba Case Power and Equipment
(Signature of Secured Party)

J. I. Case

Joi B Manas

Type or Print Above Signature on Above Line

CR
CLERK

1985 SEP 10 PM 2:06

E. AUBREY COLLISON
CLERK

Anne Arundel County

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 51,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court of Anne Arundel County with the filing of a Deed of Trust

5. Debtor(s) Name(s) Baltimore Clay Product Co., Inc. Address(es) 1739 Nursery Road
Linthicum Heights, MD 21090

RECORD FEE 11.00
POSTAGE 50
C777 R02 11:53
SEPT 10 85

6. Secured Party Address 100 S. Charles Street
Baltimore, MD 21201

Equitable Bank, National Association
Attention: Anita L. Evangelisti
Loan Documentation

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper, and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors Baltimore Clay Product Co., Inc.

By: _____ (Seal)
James M. Gilliece, Jr., President
_____ (Seal)

By: Steve W. Gilliece (Seal)
Steve W. Gilliece, Secretary
_____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Mailed to Secured Party

RECEIVED
 SEP 10 1985
 CR
 CLERK

Anne Arundel County

STATE OF MARYLAND

258388

FINANCING STATEMENT LIBER FORM UC 489 PAGE 398 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NA

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. WARREN WALKER & SON INC.
Address 6812 Ft. Smallwood Rd., Baltimore, Md. 21226

2. SECURED PARTY

Name INGERSOLL RAND COMPANY
Address 5681 Main St., Elkridge, Md. 21227

Assignee to Secured Party: INGERSOLL RAND FINANCIAL CORP. 651 Park Ave., King of Prussia, Pa. 19406
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
POSTAGE .50
#00419 C777 R02 113:53
SEPT 10 85

1 - Ingersoll Rand Model P185WJD Compressor SN 148834 and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the debtor fo the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the above described collateral.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J. WARREN WALKER & SON INC
J. Warren Walker
(Signature of Debtor) (Title)

President
Type or Print Above Name on Above Line

J. WARREN WALKER, Pres
(Signature of Debtor)

Type or Print Above Signature on Above Line

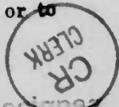
INGERSOLL RAND COMPANY
John W. Banes
(Signature of Secured Party)

John W. Banes, VP/Gen. Mgr.
Type or Print Above Signature on Above Line

Mailed to Assignee

1985 SEP 10 PM 2:06

E. AUBREY COLLISON
CLERK



1102

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE .50
#00437 0777 R02 115:20

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association

Address 4102-08 Frederick Avenue

Baltimore, MD 21229

SEPT 10 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under a certain True Lease Assignment dated February 28, 1984, schedule 02 dated July 15, 1985, between Assignor as Lessor and LEASE ACCOUNT #488220 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of rents dated August 28/85 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN

William J. Ottey, V.P.
(Signature of Secured Party)

William J. Ottey, V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

1985 SEP 10 PM 3:44
E. AUBREY COLLISON
CLERK

CLERK

1157

EQUIPMENT LIST

Electroteck, Inc. D/B/A
AudioKrafters

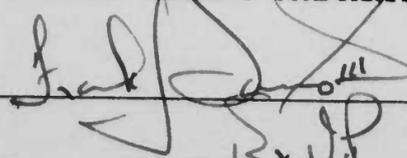
Schedule 02

<u>Quantity</u>	<u>Description</u>
1	New RCS Line Driver S/N 2131 Model 4832L
2	New RCS Line driver S/N 2081 & 2082
	RPI Box S/N1128
	QT3 Terminal WKYBRD CAB S/N1481 Model 4031L
	QT3 Terminator Model 4835L
	RS 232-12' Cable RS12-5
	AMPEX 210Q Amber Termina S/N 2222 4032L
	Grey Scooter Plug 4838LG CN 10-71824
	System 10 cage, power supply, wire harness, cage S/NQM627 Power monitor board
1	Series 70 Chassis/power supply 120 VAC
1	Qantel 5131 Printer
1	Diji Data Drive
1	Q42 Board & Q39 Board
2	Q4302 Terminals VT3
1	RCS Combiner
4	Ampex Model 230
2	Model 5131 Printers
1	Model 4831 RCSL Hub
2	Memory boards Reliable Computer Systems, Inc.
4	A SYNC Convertors
4	FJ 1921L modem 3309 & 2933
4	RS232 Cable
2	ARK Modem eliminator

Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

IRVINGTON FEDERAL SAVINGS
AND LOAN

BY: 

BY: _____

TITLE: BxVP

TITLE: _____

FINANCING STATEMENT

For Filing Officer Use	
File No.	RECORD FEE 11.00
Date & Hour	POSTAGE .50

#00439 0777 R02 T15:21
SEPT 10 85

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

LEASING SYSTEMS, INC.		1413 K Street, N.W., Suite 1200,	Washington,	D.C. 20005
		173 Jennifer Road,	Annapolis,	Maryland 21401

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

DISTRICT OF COLUMBIA NATIONAL BANK, WASHINGTON		1801 K Street, N.W.,	Washington,	D.C. 20006
--	--	----------------------	-------------	------------

1. This financing statement covers the following types (or items) of property: (Furnish general descriptions may be on separate sheets firmly attached hereto.) (Describe)

All of Debtor's right, title, and interest to the equipment and all accessories or attachments thereto or substitutions thereof whether now existing or hereafter acquired and wherever located, covered by the equipment lease between Debtor and ANNAPOLIS MALL MOTEL LIMITED PARTNERSHIP DBA/RAMDA INN dated 7/11/85, lease #15359 and to said equipment lease and all contract rights, accounts receivable and proceeds arising therefrom; said equipment including but not limited to 2 Stendig Bar Chairs, 6 CV#102 Armcharis, Black Leather, 1 Veranda #3 Grade 6, #C621 with Black Coffee Tables, 1 Maralunga Leather Ottoman

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

LEASING SYSTEMS, INC.

DISTRICT OF COLUMBIA NATIONAL BANK, WASHINGTON (Seal)

BY: *Lee E. Nathanson*

BY: *George Rivera*

Lee E. Nathanson, President
(Type or print name under signature)

George Rivera, Assistant Vice President
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Mailed to Secured Party

RETURN TO: D.C. NATIONAL BANK
1801 K Street, N.W., Washington, D.C. 20006
attn: Loan Services

1985 SEP 10 PH 3:44 CR CLERK

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 16,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
Anarex, Inc.	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn. Cathie Lewis
503 Ritchie Highway	83 Forest Plaza
(Address)	(Name of Loan Officer)
Severna Park, Md. 21146	Annapolis, Md. 21401
(Address)	(Address)

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

Tandy 2000 system plus color monitor, graphic board, color chips, mouse, mouse door, 128K memory board, 128K memory chip, Automatic CAD program, Houston Plotter, Digitizer
Serial # 11UBA493

RECORD FEE 11.00
 RECORD TAX 112.00
 POSTAGE .50
 #00439 0777 R02 T15:22
 SEPT 10 85

11/10
11200
11250



1900 SEP 10 PM 3:44
 E. J. COLLISON
 CLERK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
Anarex, Inc. (Seal)	(Seal)
(Seal)	(Seal)
	(Signature)
(Signature)	(Signature)
John L. Butschky	(Print or Type Name)
(Print or Type Name)	(Print or Type Name)

Mailed to Secured Party

FINANCING STATEMENT FORM UC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 8/19/95 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CIMAGLIA: Louis E. and Sharon L.
Address 3428 Constellation Drive, Davidsonville, MD 21035

RECORD FEE 12.00
POSTAGE .50
#00440 C777 R02 115:23
SEPT 10 85

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1985 33' Egg Harbor Fiberglass Hull #EGH33242D585

1985 350 HP Twin Crusader Gas Engines #P-51673 #S-51675

First Assignee:
Horizon Financial F.A.
808 Masons Mill Business
Complex
1800 Byberry Road
Huntington Valley, PA
19006

Home Anchorage/Winter: Davidsonville, MD

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Louis E. Cimaglia
(Signature of Debtor)

Louis E. Cimaglia
Type or Print Above Name on Above Line

Sharon L. Cimaglia
(Signature of Debtor)

Sharon L. Cimaglia
Type or Print Above Signature on Above Line

[Signature] AGENT
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Mailed to Secured Party

One Angel Co
8-28-85

BL
CLERK

SEP 10 3:44
AGENCY COLLISION
CLERK

1200
1250

258393

LIBER - 489 PAGE 399

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Clark, Mark W. 3954 Woods Edge Drive Davidsonville, MD 21035	Secured Party Name and Address Goodale Crane & Equipment Co., Inc. Route 100, Toomey Building, Suite 6 Uwchland, PA 19480	
Assignee of Secured Party C.I.T. Corporation 555 E. City Line Avenue Bala Cynwyd, PA 19004	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc.		
<p style="text-align: center;">One (1) Used Grove Model TMS-375-LP Hydraulic Crane, S/N 22259, complete with all related parts, attachments, and accessories.</p>		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) Mark W. Clark	Secured Party Goodale Crane & Equipment Co. Inc.	
By <u>Mark W. Clark</u> Title <u>Owner</u>	By <u>L.M. Goodale</u> Pres	
If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.		
<u>Mark W. Clark</u> Type or print name(s) of person(s) signing	<u>L.M. Goodale</u> Type or print name of person signing	

RECORD FEE 11.00
POSTAGE 50
#00442 C77 R02 115:25

SEPT 10 85

1985 SEP 10 PM 3:44

E. AUBREY COLLISON
CLERK



Mailed to Secured Party

PART 2 - COURT CLERK

FINANCING STATEMENT FORM UCC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. 258532
SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated June 17, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Simal of Belgium, Inc.
Address 2131 Espey Court, Suite 7, Crofton, Maryland 21114

2. SECURED PARTY

Name BBL Bank Brussels Lambert
Address 630 Fifth Avenue, New York, New York 10111-0020
W. F. Connell, Esq. Suite 2150, 522 Fifth Avenue, NY NY 10036
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

RECORD FEE 11.00
POSTAGE .50
800443 C777 R02 J15:26
SEPT 10 85

4. This financing statement covers the following types (or items) of property: (list)

All inventory and accounts receivable of the Debtor pursuant to a Security Agreement between the parties.

11/50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John M. Chen President
(Signature of Debtor)

Simal of Belgium, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BL
CLERK

1985 SEP 10 PM 3:45

E. AUBREY COLLISCH
CLERK

04607448

Eric Orland
(Signature of Secured Party)

ERIC ORLANDS
AYE

BBL Bank Brussels Lambert
Type or Print Above Signature on Above Line

STATE OF MARYLAND

258394

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

LIBER - 489 PAGE 401
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (Anne Arundel County)

Name Slovis, Norman D., Dr, & Slutskin, Arnold J., Dr.

Address 1438 Defense Highway, Gambrills, Maryland 21054

RECORD FEE 12.00
POSTAGE .50

2. SECURED PARTY

Name E.F. Hutton Credit Corporation

Address 88 Ryders Lane, Stratford, Connecticut 06497

#00444 6777 R02 T15:27

Person And Address To Whom Statement Is To Be Returned If Different From Above.

SEPT 10 85

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) Royal Chair SN/107570
- (1) Royal RO-2 Stool SN/13112
- (1) Royal RA-2 Stool SN/13213
- (1) Proma OTP Unit SN/445-0834
- (1) Kaycor 70S X-Ray w/Long Cone SN/VA-71
- (1) DTE Unit Mounted Light SN/8212

BL
CLERK

1985 SEP 11 PH 3:45
E. AUSTIN COLLISCH

"and all present or future additions, accessions, substitutions and replacements thereto."

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

1200
50

Norman Slovis
X Dr. Arnold J. Slutskin
(Signature of Debtor)

Mailed to Secured Party

Dr. Norman D. Slovis & Dr. Arnold J. Slutskin
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Kim Jachostky
(Signature of Secured Party)

E.F. Hutton Credit Corporation
Type or Print Above Signature on Above Line

LIBER - 489 PAGE 402

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Cane, Guy & Simone D. 11 Shipwright Street Annapolis, Md. 21401	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>248397 Liber 464 PG 241</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>Aug 2</u> 19 <u>83</u>		RECORD FEE 10.00 POSTAGE 50 #00445 C777 R02 T15:28 SEPT 10 1985
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

1083

9-5-85

No. of additional Sheets presented _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature] BERKELEY FEDERAL SAVINGS & LOAN Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

1985 SEP 10 3:45 PM
 COLLISON
 E. J. COLLISON

G.L. CLERK

Mailed to Secured Party

Anne Arundel County

STATE OF MARYLAND

258395

FINANCING STATEMENT

LIBER - 489 PAGE 403

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NA

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GARDINER & GARDINER, INC.
Address 2111 Baldwin Avenue, Crofton, Maryland 21114

2. SECURED PARTY

Name INGERSOLL RAND COMPANY
Address 5681 Main St., Elkridge, Maryland 21227

RECORD FEE 11.00
POSTAGE .50

Assignee to Secured Party:

Ingersoll Rand Financial Corp. 651 Park Ave., King of Prussia, Pa. 19406
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____ #00447 C777 R02 T15:31
SEPT 10 85

4. This financing statement covers the following types (or items) of property: (list)

1 - Ingersoll Rand Model SP48 Compactor SN5784 and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the above described collateral.

1150

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

BL CLERK

1985 SEP 10 PM 45
E. AUBREY COLLISON
CLERK

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

GARDINER & GARDINER, INC.

Francis E. Gardiner, Jr.
(Signature of Debtor) (Title)

Francis E. Gardiner, Jr. President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INGERSOLL RAND COMPANY

John W. Banes
(Signature of Secured Party)

John W. Banes, V.P./Gen. Mgr.

Type or Print Above Signature on Above Line

FINANCING STATEMENT

Maryland
L-71-UCC
Rev. 9/78

Date 8/27/85
Statement No. _____
Liber _____ Folio _____

This Financing Statement is presented to the Clerk of Courts for filing and recording pursuant to the provisions of Subtitle 9 of the Commercial Law Article of the Annotated Code of Maryland.

TO BE RECORDED IN THE LAND RECORDS
(check if lien is to be taken on fixtures)

1. Debtor(s):	Name	Address
	Maurice E. Fowler, Jr. & Jacqueline M. Fowler	5813 Brooks Wood Road Lothian, Maryland 20711

RECORD FEE 12.00
POSTAGE .50

2. Secured Party: Southern Md. Production Credit Association
Address: P. O. Box 99, Rt. 231, Hughesville, Maryland 20637

100448 0777 R02 T15:31

3. This Financing Statement covers the following types of property if covered:

- OTHER COLLATERAL (give type)
- ACCOUNTS RECEIVABLE, CONTRACT RIGHTS
- CROPS
- MACHINERY AND EQUIPMENT
- LIVESTOCK AND SUPPLIES USED OR PRODUCED IN FARMING OPERATIONS
- FIXTURES
- INVENTORY
- PROCEEDS AND PRODUCTS OF COLLATERAL
- ALL STOCK OR RIGHTS TO STOCK OF THE DEBTOR IN THE SECURED PARTY
- ALL AFTER ACQUIRED COLLATERAL OF THE ABOVE TYPES

SEPT 10 85

4. Where collateral is crops or fixtures the farm involved is described as follows: Located in _____ District, _____ County, Maryland, and is bounded on the North by lands of _____ ; on the East by lands of _____ ; and on the South by lands of _____ ; and on the West by lands of _____ and contains approximately _____ acres.

1800
30

SOUTHERN MARYLAND
PRODUCTION CREDIT ASSOCIATION
(Secured Party)

Maurice E. Fowler, Jr.
Maurice E. Fowler, Jr. (Debtor)

Jacqueline M. Fowler
Jacqueline M. Fowler (Debtor)

By Catherine L. Boswell
(Authorized Representative)

(Debtor)

(Debtor)

After recordation the Clerk is requested to mail this Financing Statement to
Southern Maryland _____ Production Credit Association _____
(address)

15207 Marlboro Pike
Upper Marlboro, Maryland 20772

Mailed to Secured Party



1985 SEP 10 PM 3:45

E. JAMES COLLISON

258397

LIBER - 489 PAGE 405

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT

M. SHAVITZ & SONS, INC.

6415 BALTIMORE NATIONAL PIKE • BALTIMORE, MARYLAND 21228

EUDOWOOD SHOPPING PLAZA
TOWSON

RITCHIE HIGHWAY and ARNOLD ROAD
ANNAPOLIS

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address	Secured Party and address	For Filing Officer
Maynard, Connie 708 I NewtonneDr. Annapolis, MD 21401 Anne Arundel County	M. SHAVITZ AND SONS, INC. 6415 BALTIMORE NATIONAL PIKE BALTIMORE, MARYLAND 21228	(Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#00449 0777 R02 T15:32
SEPT 10 85

This financing statement covers the following types (or items) of personal property: **DESCRIPTION OF MERCHANDISE**

- (1) Ped Table, (1) Buffet, (1) Hutch, (3) Side Chair, (1) Arm Chair,
#6186 #6080 #6082 #6038 #6039
- (1) Ch. Table, (1) Sofa Table
#6711 #6750

A/C 530618

This transaction is exempt from the Recording Tax.

Filed with:

✓ Connie A. Maynard
(SIGNATURE OF DEBTOR)
Connie Maynard

M. SHAVITZ AND SONS, INC.

(NAME OF SECURED PARTY)

✓ Connie A. Maynard
(SIGNATURE OF DEBTOR)
Connie A. Maynard

By SHIRLEY GLADFELTER, Credit Manager

RETURN TO M. Shaivitz and Sons, Inc., 6415 Baltimore National Pike, Baltimore, Maryland 21228

Mailed to Secured Party

1985 SEP 10 PM 3:45
CR CLERK

E. AUBREY COLLISON
CLERK

a

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

RECORD FEE 11.00
POSTAGE 50
#00450 0777 R02 T15:33
SEPT 10 85

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Bluewater Development Company
P. O. Box 46
Annapolis, MD 21404

Check the box indicating the kind of statement.
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Sovran Bank, N.A.
300 East Main Street
Charlottesville, VA 22901

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

See Exhibit A attached hereto
This transaction is not subject to recordation tax



1985 SEP 10 PM 3:45
E. ADRIAN COLLISON
CLERK

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Bluewater Development Company

By: *[Signature]*
Signature of Debtor if applicable (Date)

Sovran Bank, N.A.

By: *[Signature]*
Signature of Secured Party if applicable (Date)

Exhibit A to Financing Statement naming Bluewater Development Company as Debtor and Sovran Bank, N.A., as Secured Party.

LIBER - 489 PAGE 407

DESCRIPTION OF COLLATERAL

1. Certain installment notes arising out of the sale of lots in Windwood Coves Subdivision, Louisa County, Virginia or any other residential subdivisions acceptable to Secured Party (the "Installment Notes") now owned or hereafter acquired by the Debtor (either individually or collectively) and delivered to Secured Party, including any proceeds from and security and collateral for such Installment Notes, all as more particularly described in a certain Line of Credit Agreement dated as of March 20, 1985, among Windwood Coves Development Company, Tara-Shores Development Company, and Timberbrook Development Corporation and the Secured Party, as amended by (i) a First Amendment to Line of Credit Agreement dated as of May 1, 1985, among Windwood Coves Development Company, Tara-Shores Development Company, Timberbrook Development Company, Pine Harbour Development Company and the Secured Party, and (ii) a Second Amendment to Line of Credit Agreement dated as of August 30, 1985, among Windwood Coves Development Company, Tara-Shores Development Company, Timberbrook Development Company, Pine Harbour Development Company, the Debtor and the Secured Party.

Mailed to Secured Party

FINANCING STATEMENT—MARYLAND

File No.-----

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

- 1. The name and address of the Debtor is:
Corman Construction, Inc.
8111 Annapolis Junction Road
Jessup, MD 20794-0160
- 2. The name and address of the Secured Party (or Assignee) is:
First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22046
- 3. The maturity date of the obligation (if any) is:-----

RECORD FEE 13.00
 POSTAGE 50
 800451 0777 R02 T15:34
 SEPT 10 85

- 4. This Financing Statement covers the following types (or items) of property: (Describe)

As per Schedule "A" which is attached hereto and made a part hereof.

- 5. Check the lines which apply if any, and supply the information indicated:

(If collateral is crops). The above described crops are growing or are to be grown on:
 (describe real estate)

(If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)

(If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

(If products of collateral are claimed) Products of the collateral are also covered.

- 6. Transaction is is not (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$-----

Debtor(s):

Corman Construction, Inc.-----

✓ *W G Cox*
 WILLIAM G. COX
 PRESIDENT

Secured Party:

First Virginia Commercial Corporation-----

By *Harold V. Dellinger, II*
 (AUTHORIZED SIGNATURE)
Harold V. Dellinger, II
 Vice President

(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
 All Information Must Be Typewritten or Printed in Ink

1350

1965 SEP 10 PM 3:45
 E. AUBREY COLLISON
 CLERK



13.00
.50

Schedule "A"
LIBER - 489 PAGE 409

Attached hereto and made a part of Supplemental Collateral Agreement, Loan Agreement, Extension Agreements and Financing Statements, between First Virginia Commercial Corporation and Corman Construction, Inc., Debtor

- One (1) Used Grove Crane, Model RT522, SN 45608, equipped with 28 - 70 ft. three section full power boom
- One (1) 1984 International F-2674 Cab & Chassis, SN 1HTZVL6R7EHA48271, installed on 120" Tandem Chassis C/T, Lube Equipment
- One (1) 1979 Caterpillar 815 Compactor, SN 91P1639
- One (1) John Deere 672A Motor Grader, SN 7948, w/enclosed cab
- One (1) John Deere 844 Wheel Loader, SN 342153 w/ROPS Cab, 5 cu. yd. bucket
- One (1) John Deere Model JD855 Crawler Loader w/ROPS, 3 1/4 cu. yd. G.P. Bucket, 3 counter weights, 3rd spool valve, SN 279654T
- One (1) 1979 John Deere Model 855 Loader, complete, SN 353724
- One (1) John Deere Model 850 Tractor, SN 322341, with Carco 60 winch, SN 6-2103
- One (1) Caterpillar Model 225 Excavator, SN 51U2317
- One (1) Caterpillar Model 955L Track Loader, SN 85J11713
- One (1) Caterpillar Model 951C Track Loader, SN 86J4663
- One (1) Caterpillar Model 941B Track Loader, SN 80H6359
- One (1) Caterpillar Model D5B Dozer, SN 25X6865S
- One (1) Caterpillar Model 215 Excavator, SN 96L1061
- One (1) Caterpillar Model 930 Wheel Loader, SN 41K7604
- One (1) Caterpillar 815 Compactor, SN : 91P0688
- One (1) 1984 Liebherr Excavator, Model R-952HD, SN 114
- One (1) Bantam S155 Hoe-Kruiser with 60" clean-up bucket and 36" Excavating Bucket, Machine SN 60462
- Two (2) Terex Scrapers, Model TS-24B, SN 57606, 63879
- One (1) 1984 International F-2674 Cab & Chassis, SN 1HTZVL6R7EHA48271 Eng. PT-240 #011172041

Schedule A
Page Two

LIBER - 489 PAGE 413

- One (1) 1984 Caterpillar 953 Track Loader, SN 76Y1265
- One (1) John Deere Model JD750 Crawler Dozer, SN 374011T6525
- Four (4) Used Terex TS-14B's, SN 69668, 69674, 69197, 69917
- One (1) Dynapac Model CA-25, Series II, Vibratory Grade Roller,
SN 4204
- One (1) John Deere Model JD690B Excavator, SN 7034T w/9 1/2 ft.
undercarriage, 30" triple semi-grousers, 2,000# add.
counterweight, w/30" bucket

Mailed to Secured Party

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249100

RECORDED IN LIBER 466 FOLIO 66 ON 9/22/83 (DATE)

1. DEBTOR

Name General Assembly of MD

Address Annapolis, MD 21401

RECORD FEE 10.00
POSTAGE .50
#00453 C777 R02 115:36

2. SECURED PARTY

Name L-J Leasing Company

Address 600 Reisterstown Road

P.O. Box 21472

Balto., Md. 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

SEPT 10 85

BL
CLERK

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

1985 SEP 10 PM 3:45

E. AUBREY COLLISON
CLERK

10.50

Dated 8/30/85

(Signature of Secured Party)

F. Jed

Type or Print Above Name on Above Line

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

LIBER # 446 Page No. 306
~~XXXX~~ Identification No. 241345 Dated 2/3/82

1. Debtor(s) { F.R. MORELAND & SONS BY: FRANCIS R MORELAND
Name or Names—Print or Type
813 MAIN STREET GALESVILLE MD 20765
Address—Street No., City - County State Zip Code

2. Secured Party { (FIRST NATIONAL BANK OF SOUTHERN MARYLAND)
FIRST NATIONAL BANK OF MARYLAND
Name or Names—Print or Type
P.O. BOX 17292 BALTIMORE MD 21203
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) 8/21/85

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#00461 0777 R02 708:34
SEPT 11 85

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

1650



1985 SEP 11 AM 8:50
E. AUBREY COLLISON
CLERK

Dated: August 29, 1985
FIRST NATIONAL BANK OF MARYLAND
Name of Secured Party
Luann French
Signature of Secured Party
Luann French Supervisor
Type or Print (Include Title if Company)

FNB 1216 (1-80)

Mailed to Secured Party

258400

LIBER - 489 PAGE 413

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Simmons, Perry Edward Witt, Robin Gail Wayson Trailer Ct. Lot 238 Lothian, Md. 20711	2. Secured Party(ies) and address(es) Virginia Mobile Homes Inc. 9720 Lee Highway Fairfax, VA 22031	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #00462 0777 R02 108:35 SEPT 11 85
--	--	---

4. This financing statement covers the following types (or items) of property:
1981 Burlington-Devonshire 14 x 70 S/N 5029

Together with all appliances, equipment, accessories, parts and accessions thereon and thereto all substitutions, replacements or additions therefore, and all proceeds thereof, all as more fully described in the Manufactured Home Retail Installment Sale Agreement between debtor and secured party.

5. Assignee(s) of Secured Party and Address(es)
All Valley Acceptance Co.
P.O. Box 668
Uniontown, PA 15401

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Perry Edward Simmons & Robin Gail Witt All Valley Acceptance Co.

By: Perry Edward Simmons Robin Gail Witt By: Thomas J. Peyer asc

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use In Most States)

Mailed to Secured Party



RECEIVED BY MAIL
1985 SEP 11 AM 8:50
E. AUDREY COLLISON
CLERK

Anne Arundel

258401

LIBER -489 PAGE 414

12.50

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee

Melvin P. Howard, Jr. DBA Dunn & Howard
Name or Names

8118 Solley Rd. Pasadena MD 21122
Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company

Ruxton Towers Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

IBM AT personal computer, three-party hard disk drive, tape back-up, software

RECORD FEE 12.00
POSTAGE .50

#00465 C777 002 708:37
SEPT 11 85

12.50

Lessee: Melvin P. Howard, Jr.
DBA Dunn & Howard

Melvin P. Howard Jr
(Signature of Lessee)

MELVIN P. HOWARD JR OWNER
(Type or Print) (Include Title)

Lessor:

THE EQUIPMENT LEASING COMPANY

G. Arnold Kaufman
(Signature of Lessor)

G. ARNOLD KAUFMAN, VICE PRESIDENT
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to: The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.

Mailed to Secured Party



1985 SEP 11 AM 8:50

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Harley Davidson of Annapolis, Inc.
Address 1929 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name BancAmerica PrivateBrands Inc.
Address One Imperial Way, Suite C-106, P.O. Box 99
Fogelsville, PA 18051

RECORD FEE 11.00
POSTAGE .50
#00468 C777 R02 100:38
SEPT 11 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the following types of goods held for sale or lease by debtor, now owned or hereafter acquired, consisting of but not limited to, snowmobiles, all terrain vehicles, trailers and the like, including parts, accessories and all other equipment used or intended to be used in conjunction with any of the foregoing acquired by debtor from Brawley Distributing Co., Inc.

(inventory)

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles E. Fischer
(Signature of Debtor)

Charles E. Fischer/President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

G. L. Smith
(Signature of Secured Party)

G. L. Smith/Account Manager
Type or Print Above Name on Above Line

Mailed to Secured Party

1100
1150

1985 SEP 11 AM 8:55
CR
CLERK

FINANCING STATEMENT

DEBTORS

WILLIAM E. HARRISON
KATHRYN Y. HARRISON

ADDRESS:

12 Village Green
Crofton, Maryland 21114

SECURED PARTIES

Second National Building
and Loan, Inc.

ADDRESS OF ALL SECURED PARTIES

P.O. Box 2558
Salisbury, Maryland 21801
ATTN: William F. Brooks, Jr

THIS FINANCING STATEMENT COVERS:

ALL equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the unit or real property hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said property or any part thereof and used or usable in connection with any present or future operation of said property and now or herein connected with any present or future operation of said property and now or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines pipes, tanks, motors, conduits, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, and security systems.

The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr., and MARION J. MINKER, JR. Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by Debtor to Second National Building and Loan, Inc.

Proceeds of collateral are covered hereunder.

RECORD FEE 12.00
POSTAGE .50

The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement refers is known as:

See Schedule "A" Attached Hereto

#06434 0237 001 709 1-4
SEPT 11 85

DEBTORS

William S. Harrison
William S. Harrison

Kathryn Y. Harrison
Kathryn Y. Harrison

SECURED PARTIES

SECOND NATIONAL BUILDING
AND LOAN, INC.

By: *Marion J. Minker, Jr.*
Marion J. Minker, Jr.
Senior Vice President



RECEIVED ENG. RECORDS
CREDIT DEPT. 11A COUNTY

1985 SEP 11 AM 9:17

E. AUBREY COLLISON
CLERK

12-09
CO-21
.70

MAIL TO: SECOND NATIONAL BUILDING AND LOAN, INC.
POST OFFICE BOX 2558
SALISBURY, MD 21801

LIBER - 489 PAGE 417.

SCHEDULE "A"

BEGINNING for the same and being known and designated as Lot No. 15 as shown on the Plat of "Crofton Village Green", which plat is recorded among the land records of Anne Arundel County, Maryland in Plat Book 49 at folio 46 and amended in Plat Book 56 at folio 39.

Mailed to Secured Party

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Cardinal Industries, Inc. 8220 Ritchie Highway Pasadena, Anne Arundel, Md. Lessee	2 Secured Party(ies) and address(es) Park Leasing Company 150 East Broad Street Columbus, Ohio 43215 Lessor	3 Maturity date (#8 above): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #00478 0777 R02 11:28 SEPT 11 85
--	--	--

4 This financing statement covers the following types (or items) of property: (See instruction #5 above.)

(2) Double Road Trailers, Serial #M-107 and M-108 and miscellaneous parts.

No recordation Fee Due.

Check if applicable: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented:
 This financing statement is to be filed in the real estate records

Filed with: Recorder of Anne Arundel, Annapolis, Maryland 21401

This instrument prepared by Park Leasing Company, 150 East Broad Street, Columbus, Ohio 43215

Cardinal Industries, Inc. Park Leasing Company
 By: *Lynette S. Skillman* Signature(s) of Debtor(s) By: *R. Schumaker* Assistant Leasing Officer
 Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical This form of financing statement is approved by the Secretary of State.
 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1 National Graphics Corp., Cols., O. Form No. L8-14

Mailed to Secured Party

1985 SEP 11 AM 11:49
 E. AUBREY COLLISON
 CLERK

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Budget Video, Inc. 6411 Frederick Road Baltimore, Maryland 21228 (See Exhibit A for other locations)	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Mary Stafford, A.V.P. Return to Secured Party
---	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Video Rental Sales (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever.

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 250,000.00

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

Budget Video, Inc.

(Type Name)

By:

Alan L. Rosofsky, Pres.

By:

By:

Michael L. Goldstein, V.P.

(Type Name)

By:

July 1

(Date Signed by Debtor)

1985

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

Equipment valued at \$92,000.00. Subject to tax on that amount. Business has several locations. Stamp tax paid to

SDAT 012-1671-0986-1 amount \$314.60 9.5 ft

RECORD FEE 11.00
POSTAGE
#00479 0717 R02 T11:29

SEPT 11 85

CR CLERK

RECEIVED MARYLAND
PROPERTY ACCOUNTS
1985 SEP 11 AM 11:49
E. AUBREY COLLISON
CLERK

EXHIBIT A

1. Budget Video, Inc.
Catonsville Store
6400 Frederick Road
Baltimore, Maryland 21228
2. Budget Video, Inc.
Glen Burnie
706 W. Craine Highway
Baltimore, Maryland 21061
3. Budget Video, Inc.
Liberty Road at Milford Mill
8057 Liberty Road
Baltimore, Maryland 21207
4. Budget Video, Inc.
Walbrock
3441 Clifton Avenue
Baltimore, Maryland 21216
5. Budget Video, Inc.
Sinclair
5428 Sinclair Lane
Baltimore, Maryland 21206

Mailed to Secured Party

258406

LIBER - 489 PAGE 421

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): Atlantic Restaurant Ventures, Inc. 175 Jennifer Drive Annapolis, MD 21401	(2) Secured Party(ies) (Name(s) And Address(es): NCNB LEASING CORPORATION CHARLOTTE, NC 28255	RECORD FEE 29.00 #00482 C777 R02 111:32 SEPT 11 85
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). <small>If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</small>	(4) Assignee(s) of Secured Party, Address(es):	

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

**AS PER ATTACHED SCHEDULE "A" Pages 1 through 6 inclusive
NOT SUBJECT TO RECORDATION TAX - TRUE LEASE**

Products of the Collateral Are Also Covered. **S/S-MD Anne Arundale County**

(6) Signatures: Debtor(s) _____ Secured Party(ies) [or Assignees]

~~Atlantic Restaurant Ventures, Inc.~~

~~NCNB LEASING CORPORATION~~

(By) Roger W. Kisiel
Standard Form Approved by N.C. Sec. of State and other states shown above.

(By) [Signature]
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

290
(1) Filing Officer Copy - Numerical
NCNB 2214

UCC-1

CR
CLERK

1985 SEP 11 AM 11:50
E. AUBREY COLLISCH
CLERK

SCHEDULE "A"

This schedule is to be attached to and becomes part of _____

dated _____, 19____, between the undersigned and NCNB Leasing Corporation

Quantity	Description	S/N
2	Eastern #F-4812 Rigid Drains 1 1/2" Flange on 3 sides	
2	Lid, Bain Marie with Custom Slot	
2	Scraper, 3", Halco	
3	Campbell Signs and 2 - Lipton Signs, 2 - Breyer Signs	
1	Set 16" lighted individual letters for front elevation	
1	Each of Red Script neon interior signs as follows: 1 each 8" upper/ 4" lower reading "Drinks", "Pick-up", "Beer", "Ice Cream", "Bakery", "Thank You", "Butcher Shop", "Rest Rooms", "Order". 1 - 12" Upper 6" lower case reading "Fuddruckers"	
1	External Raceway for 16" individual lighted letters "Fuddruckers".	
1	Ross Temp #RF-1251-UFR Ice Flaker with TK30 Thirty Foot Remote Tubing Kit	
1	Blodgett #981 Sectional Baking Oven, Black Natural Gas	
1	Traulsen (2) Rack 60" Wide, Roll in Proofing cabinet	
1	Cold Zone 1 HP condensing unit for ice machine	
1	Rail System constucted of 1/2" x 2 1/2"	
1	S/S Handwash sink	
1	Worktable 12' x 30"	
1	Sink Unit 12'6" x 30" Wide	
1	S/S Hand Wash Sink with S/S Mounting Brackets	
1	Lot Wasserstrom Wall Panesl, 20 Ga S/S	
1	Wasserstrom Pass-thru window trim, 16 Ga. S/S 10' long x 22" High	
1	Lot 20 Ga. S/S Corner Guards	
1	Wasserstrom Drip Trough 6 7/8" x 23 3/4", 14 Ga. S/S	
1	Wasserstrom Exhaust Hood "L" Shaped	
1	Wasserstrom Exhaust Hood 108" x 54" Wall Mtd	
1	Leitner Refrigerated Grill Stand 74" x 31" W	
1	Leitner combination low temp refrig/Freezer Fry Dump Station with Heatlamp	
1	Hollymatic "Super" Hamburger Patty Machine	
1	Hobart #4632A Meat Chopper with detachable S/S Pan	
1	Forschner Meat Beam Scale	
1	Kolpak Refrigeration Cooler Door	
1	Volrath S/S 80 Qt. bowl with legs and casters	
1	Univex Fat Analyzer	
1	Wolf #Pro-72-A Special Spec 72" Griddle; 1 - Wolf 48" Griddle	
1	Wolf 72" Griddle with stand & 3" casters, 2 - Wolf Fryers with Stub Back; 1 - Wolf #STR-18 Stock Range	
1	Friedrich 8'0" Service Meat & Deli Case	
1	Tyler Kalt Walk-in Cooler Freezer 17' long 7'10" wide; 8'6" Higher	
1	Ross Temp Remote Ice Machine	
1	Ross Temp Ice Flaker with 30 ft. remote tubinh	
1	Hon office file cabinet 2 drawer letter size	
1	Nightingale Secretarial posture chair	
2	Freidrich 8'0" white produce case with end encl.	
1	Cincinnati Time Recorder	
9	Seco Pan Racks; 2 - Idea Soup'R Hot cooker/Warmers	
1	Blodgett Sectional Baking Oven	
1	Traulsen (2) Rack 60" Wide	
1	Masterbilt Ice Cream Dipping Cabinet	
1	Hobart Mixer with standard accessories	
1	L & M Bakery Dough Divider	

This schedule is hereby certified correct and undersigned acknowledges receipt of a copy.

Atlantic Restaurant Ventures, Inc.

Lessee/Debtor

By:

Its

And By:

Its

Raymond W. Knievel
President

[Signature]
Sec - Treas

SCHEDULE "A"

This schedule is to be attached to and becomes part of _____

dated _____, 19____, between the undersigned and NCNB Leasing Corporation

Quantity	Description	S/N
1	Blodgett Convection Oven with Glass Doors	
1	Rows Lyon Multiple Tier Lockers	
1	Cheese pot sneezeuard, 2 produce sneezeuards and 2 cookie sneezeuards	
94	Jasper Oak Chairs	
96	Telescope Chairs	
1	Lot Tables 32" x 32" 1 1/4" Thick	
50	Table Bases	
1	Cold Zone Refrigeration and Coils	
1	Lot Intermetro Walkin shelving	
1	Lot Intermetro Dry Storage Shelves	
1	Wasserstrom Worktable 72' x 30"	
1	Wasserstrom Worktable 10 x 30	
1	Wasserstrom Insulated Beer Box	
1	Wasserstrom Wall Shelf	
1	Wasserstrom Sink Unit 60" x 30"	
1	Wasserstrom Worktable 96" x 30"	
1	Wasserstrom 60" x 30" 14 Ga. S/S Top	
1	Wasserstrom Sink Unit 75" x 30", 14 Ga. S/S Top	
1	Wasserstrom Dough Divider Stand 24" x 30"	
1	Lot Lenco Al. Dunnage Rack	
1	GB 2100 Pressure Washer S/N 1283	
1	Masonite-Metal & Plastic Signs	
1	Hobart No. 612 Slicer	
1	AEL Sound System with all attachments and accessories with Tuner and Tape Player	
1	Compag Desk Pro Computer System	
1	Combination Safe Unitex	
2	SV1-7K Speakers with v/c	
25	Canvas Chairs	
4	NCR Preset ECR Registers, S/N's: 15777597; 15774195, 15777575; 15774193	
1	Hatco Wall mounted bottle opener and 1 infra cap catcher	
10	Table tops 24" x 30" 1 1/4" thick with top sealer	
10	Black Table Bases	
12	Telescope #60 Brown Chairs	
12	Jasper Oak Chairs	
3	Intermetro Wire Shelves	

This schedule is hereby certified correct and undersigned acknowledges receipt of a copy.

Atlantic Restaurant Ventures, Inc.

Lessee/Debtor

By:

Its

And By:

Its

Roger W. Kraiel
 President
[Signature]
 Sec. Treas.

SCHEDULE "A"

This schedule is to be attached to and becomes part of _____

dated _____, 19____, between the undersigned and NCNB Leasing Corporation

Quantity		Description	S/N
1	EA 219815	SAW, BUTCHER, FRSCHNR 19SAW-P	
12	EA 219817	BLADE, BUTCHER SAW, FRSCHNR #19	
30	EA 658850	HEAT TROLLEY W/16" HOOK, #901	
2	EA 113286	SCALE, 2# PORTION, EDLIND CR2	
36	EA 113103	PLATTER, RIBBED ALUM, D1030 10-1/2 X 30 X 3/4	
9	EA 113104	PAN, PLASTIC LUG, GRAY, CSLB	
24	EA 113107	DIVIDER F/DELI CABE, DECOR, U.30 EACH PIECE IS 30" LONG, 24 PIECE PER CASE	
1	EA 219819	PLATE, 1/8 F/CHOPPER, PL-3201	
1	EA 219818	PLATE, 3/16 F/CHOPPER, PL-3203	
2	EA 219816	KNIFE F/CHOPPER, FRSCHNR #32KNS	
2	EA 122221	VEST, BUTCHER, EL-22" X 20"	
1	EA 219807	STONE, MULTI-DIL, FORSH. IK313	
4	EA 219804	KNIFE, BONDING, 6", FORSCH. 809-6	
2	EA 122222	HARD HAT, WHITE, ALFA INT'L #901	
1	EA 692270	SHIELD, PLEXIGLAS, 3'X5'X1/4"	
1	EA 692260	SHIELD, PLEXIGLAS, 2'X3'X1/4"	
4	EA 122220	GLOVES, BUTCHER, WHITE, ALFA #3029	
6	EA 113201	THERMOMETER, REFRIG, COOPER HP2	
1	EA 652501	CONTNR, 20 GL, WHITE, R/H 2620	
1	EA 652501	CONTNR, 20 GL, WHITE, R/H 2620	
1	EA 652401	LID, F/2620, WHITE, R/H 2619	
2	EA 220515	HOOK, DOWING, 5 1/2", R.H.S194H	
	EA 600600	SCRAPER, 3", HALCO 183DS	
	EA 600600	SCRAPER, 3", HALCO 183DS	
1	EA 584200	TIMER, ELECTRIC, DUAL, P.C. 728	
10	EA 113198	THERMOMETER, -40/180, CPR CT180	
4	EA 201200	SCOOP, S/S, SMALL, BRAND BS	
1	EA 219065	KNIFE, UTILITY, 8", KAI R75-85	
3	EA 219071	KNIFE, COOKS, 10", SANJIA P80-10	
1	EA 300200	SLICER, TOMATO TAHER, 1/4", 531	
1	ST 300201	*USE 314501 EFFECTIVE 6/5/85*	
12	EA 101410	PAN, INSERT, FULL, BENTLEY 200	
1	EA 175830	POT, STOCK, HALCO EW-60X	
	EA 653300	CONTNR, 55 GL, GREY, R/H 2655	
	EA 231410	CROCK, 2.7 QT, BEIGE, R/H 7382	
6	EA 109000	FOOD BOX, CARB-X, 18X26X6, RH3308	
6	EA 109301	LID, F/3500, 01, 06, 08, 28, R/H 3502	
	EA 144300	KETCHALL, KALIAN #57	
4	EA 124200	SPATULA, 13.5", WHITE, R/H 1905	
25	EA 112501	BLADE, F/SCRAPER, P.C. 161-1	

This schedule is hereby certified correct and undersigned acknowledges receipt of a copy.

Atlantic Restaurant Ventures, Inc.

Lessee/Debtor

By: Roger W. Kraus
 Its President
 And By: [Signature]
 Its Sec. Treas.

SCHEDULE "A"

This schedule is to be attached to and becomes part of _____

dated _____, 19____, between the undersigned and NCNB Leasing Corporation

Quantity		Description	S/N
1	EA	219820	ROD, STEEL, 12", FRSCHNR 36112-5
2	EA	136390	TENDERIZER, MEAT, SUPER, WHITE
36	EA	302901	OPENER, BOTTLE/CAN, EXCO C8010
25	EA	617220	PAIL, GALV., BOT, LANGON 482
4	EA	554640	CONTNR, 21 GL, BEIGE, R/M 3520
6	EA	205314	TURNER, STEAK, HEAREVER 69629
1	EA	135550	MEASURE, 20T LIQUID, HALCO HL20
1	EA	120250	SKIMMER, FLY SHATTER, HALCO 997
2	EA	113219	THERMOMETER, OIL, TAYLOR, 5983
1	EA	114010	RACK, CONE, WIRE FILTER, H.L. 678
	EA	500600	SCRAPER, 3", HALCO 183DS
	EA	134500	MEASURE, URN, BLMFLD 33
1	EA	109000	FOOD BOX, CARB-X, 18X26X6, RHC308
3	EA	109301	LID, F/3500, 01, 06, 08, 28, RM 3502
3	EA	584200	TIMER, ELECTRIC, DUAL, P.C. 728
1	EA	112500	SCRAPER, REDI-GRILL, P/C 161
1	EA	112501	BLADE, F/SCRAPER, P.C. 161-1
12	EA	311450	HOLDER, TUCK-A-NOTE, 48", PC 48S
2	EA	684520	TUCK-A-NOTE, 24", P.C. 24-B
2	EA	220800	SCRAPER, 3", R.H., 25RC3
2	EA	219821	SLICER, ROAST BEEF, FRSCH 455W12
	EA	600600	SCRAPER, 3", HALCO 183DS
2	EA	600600	SCRAPER, 3", HALCO 183DS
1	EA	653300	CONTNR, 55 GL, GREY, R/M 2655
5	EA	231410	CROCK, 2.7 QT, BEIGE, R/M 7382
6	EA	201600	SCOOP, 32 OZ, W/E 5282
	EA	204700	SPATULA, R.H., 58698
4	EA	219821	SLICER, ROAST BEEF, FRSCH 455W12
1	EA	219821	SLICER, ROAST BEEF, FRSCH 455W12
2	EA	100003	PAN, S/S, FULLX2-1/2", PERF, 20023
4	EA	259400	LADLE, S/S, 4OZ, BRAND HL4
1	EA	259303	LADLE, S/S, 2 OZ., BLMFLD S2
1	EA	219400	KNIFE, BONING, R.H., S116
3	EA	219300	KNIFE, BONING, R.H., S-135F
3	EA	219810	SLICER, COOK'S, 8", R.H. 4658-HG
4	EA	122222	HARD HAT, WHITE, ALFA INT'L #901
4	EA	122221	VEST, BUTCHER, SL-22" X 20"
4	EA	122220	GLOVES, BUTCHER, WHITE, ALFA#3025
4	EA	219820	ROD, STEEL, 12", FRSCHNR 36112-5
1	EA		TR FRT. FOR 4-30-85 DELIVERY
3	EA	675077	SIGN, W/1 FLOOR, SPAN/ENG, 610977
6	EA	124100	SPATULA, 9.5", WHITE, R/M 1901

This schedule is hereby certified correct and undersigned acknowledges receipt of a copy.

Atlantic Restaurant Ventures, Inc. Lessee/Debtor

By: Roger W. Kisiel
President

And By: [Signature]
Sec. Treas.

SCHEDULE "A"

This schedule is to be attached to and becomes part of _____

dated _____, 19____, between the undersigned and NCNB Leasing Corporation

Quantity		Description	S/N
1	EA	175850	LID, STOCK POT, HALCO EMC-60
2	EA	208100	SPOON, S/S, 21", BLOCHFIELD H21
4	EA	124201	SPATULA, 16.5", WHITE, R/H 1906
1	EA	302600	OPENER, CAN, COMPLETE, EDLUND #1
1	EA	142105	COLANDER, HALCO R-39
1	EA	256101	DIPPER, 1QT, BLHFLD 177
1	EA	126610	BOARD, CUTTING, 24X48X1, PARK RLB
2	EA	259400	LADLE, S/S, 4OZ, BRAND HL4
1	EA	667080	DISPENSER, SOAP, DENA #3018
1	EA	660120	HOLDER, HOP, 24"X3", ADVANCE K242
2	EA	259800	LADLE, S/S, 8OZ, BRAND HL8
4	EA	653201	CONTR, 44 GL, GREY, R/H 2643
4	EA	653401	LID, F/2643, GREY, R/H 2645
4	EA	653100	DOLLY, CONTR, BLACK, R/H 2640
1	EA	314205	WEDGER, 6-CUT, REDCO 606
1	EA	112400	OPENER, PAIL, LID-LIFT
1	EA	652500	CONTR, 20 GL, GREY, R/H 2620
1	EA	652400	LID, F/2620, GREY, R/H 2619
4	EA	200900	SCOOP, 64 OZ, WHITE, R/H 2885
1	EA	142403	SIFTER, WASH #2
3	PR	122500	KITT, OVEN, PARVIN #7278
4	EA	101550	PAN, DBL BOILER, 8 1/2QT, EMDB-10
4	EA	123445	BRUSH, 2" PASTRY, HALCO 3917H
4	EA	140400	DREIGE, SALT, CON ALUM 032
8	EA	274100	TONG, 16", SPRING, INTEDGE 35H16
1	EA	654700	CONTR, 22 GL, GREY, R/H 3546
1	EA	652750	TOP, GREY, R/H 2672
3	EA	109100	FOOD BOX, CARB-X, 18X12X6, RH3309
3	EA	109001	LID, F/3304, 3307, 3309, R/H 3310
1	EA	315532	CHAIN, LIGHT WEIGHT, 30", #14
1	EA	312010	SPREADER, BUTTER, P. CASTLE #50
1	EA	349006	HOLDER, CONDIMENT, TOPPO 706C
2	EA	259703	LADLE, S/S, 2 OZ., BLHFLD 82
4	EA	101814	LID, BAIN MARIE, W/ CUSTOM SLOT
6	EA	350004	BUS BOX, GREY, BLHFLD 10727
12	EA	350003	BUS BOX, BROWN, BLHFLD 10727
2	EA	655901	WRINGER, HOP, YELLOW, R/H 6121
2	EA	655400	BUCKET, 26 QT, YELLOW, RH 6111-88
2	EA	219803	KNIFE, COOKS, 8", FORSCHNER 830-8
1	EA	303500	RACK, KNIFE, EDLUND #97
2	EA	126600	BOARD, CUTTING, 18X24X1/2, WHITE
1	EA	175830	POT, STOCK, HALCO EM-60X

This schedule is hereby certified correct and undersigned acknowledges receipt of a copy.

Atlantic Restaurant Ventures, Inc. Lessee/Debtor

By: *Roger W. Kraiel*
 Its President
 And By: *[Signature]*
 Its Sec. Treas.

SCHEDULE "A"

This schedule is to be attached to and becomes part of _____

dated _____, 19____, between the undersigned and NCNB Leasing Corporation

Quantity	Description	S/N
2	EA 135100	MEASURE SET, ALUM, WASH 6304
2	EA 123445	BRUSH, 2" PASTRY, HALCO 3917H
108	EA 118300	PAN, SHEET, 18X26, ALUM, ADJ 18A26
1	EA 135550	MEASURE, 2QT LIQUID, HALCO HL20
1	EA 135580	MEASURE, 4QT LIQUID, HALCO HL-40
2	EA 137100	BOWL, S/S, 3 QT, VOLLRATH, 69030
3	EA 290125	SCOOPER, SUPER, #16, ZEKOL 1020
1	EA 653100	DOLLY, CONTNR, BLACK, R/H 2640
1	EA 113295	SCALE, BAKERS, HALCO 1401TB
48	EA 117830	PAN, BAKE & ROAST, HALCO H-5480
2	EA 113241	THERMOMETER, OVEN, TAYLOR, 5931
4	EA 290720	DISHER, #40, HAWILTH BEACH 40-67
4	EA 107300	BIN, INGREDIENT, 3.4 CF, R/H 3627
1	EA 583650	TIMER, GRA-LAB, DINCO-GRAY 300
3	EA 134200	MEASURE SET, ALUM, MIRRO S230015
2	EA 136600	BOWL, S/S, 5 QT, VOLLRATH, 69050
12	EA 159000	SCRAPER, DOUGH, PLASTIC, SMALL
3	EA 303400	DISPENSER, TOOTHPICK, H.L. HLDTS
84	EA 402815	TABLECLOTH, BRN/WHT, 42", SQUARE
2	EA 620100	DUSTPAN, LOBBY, BRONZE, R/H 2007
24	EA 273900	TONG, 12", SPRING, INTEDGE 35H12
24	EA 100115	PAN, 1/2 LBS & 6 OZ, BENT 011202
24	EA 101410	PAN, INBERT, FULL, BENTLEY 200
2	EA 652501	CONTNR, 20 GL, WHITE, R/H 2620
2	EA 652401	LID, F/2620, WHITE, R/H 2619
2	EA 217125	SPIGOT, BLACK, R/H 3913
2	EA 259015	LADLE, 10Z, 15" HND, CUSTOM
12	EA 308425	PUMP, HAYO, SERVER PROD 94070
2	EA 101812	BAIN MARIE, S/S, 12 QT, VOL 78820
12	EA 101813	LTD, S/S, FOR 78820, VOL 79220
6	EA 231410	CROCK, 2.7 QT, BEIGE, R/H 7382
14	EA 602010	BROOM, ZINCO, 2650
3	EA 208150	SPOON, S/S, HALCO B1288
12	EA 151000	WHIP, FRENCH, 24", BRAND FX24
1	EA 617230	TUB, WASH, GALV., 21", LANGOH #2
1	EA 284125	TRAY, PLEXIGLASS, 24X24X1/4, WPTH
1	EA 686500	SEAT, BOOSTER, DRK BRN, 100BC-131
6	EA 108310	CONTNR, 22 QT, WHITE, RF822-148
3	CS 281140	TRAY, FLUIDRUCKERS, WHITE, RED LOGO
11	EA 654200	WASTEBASKET, 28 QT, GREY, RM 2956
1	EA 600800	SQUEEGEE, 7-1/2", ZINCO, 3848
2	EA 600900	SQUEEGEE, 12", ZINCO, 3852

Mailed to Secured Party

This schedule is hereby certified correct and undersigned acknowledges receipt of a copy.

Atlantic Restaurant Ventures, Inc.

Lessee/Debtor

By: Roger W. Kissel
 Its President
 And By: [Signature]
 Its Sec. - Treas.

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtors:
JAL H. CHUNG
JUNG S. CHUNG

Address:
12405 Seabury Lane
Bowie, Maryland 20715

RECORD FEE 14.00
POSTAGE 50
#00489 6777 SEPT 11 1985

2. Secured Party:
NECMETTIN SOYLEYEN

Address:
627 Kensington Avenue
Severna Park, Maryland 21146



3. This Financing Statement covers:

(a) All fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said business whether now owned or hereafter acquired by the Debtor including shrubbery, plants, machinery, appliances, blinds and all refrigerating, fire protection, and maintenance systems and equipment, switchboards and other communications apparatus, and including all equipment installed or to be installed and used in the operation of the business and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be equipment and part of said business.

1480

4. The aforesaid items are included as security in an Agreement to Purchase Business given by the Debtor to the Secured Party dated August 14, 1985.

5. Proceeds of the collateral are also covered hereunder.

6. Property Description: J. JAY'S PIZZA & SUB CARRY-OUT, 1155-57 Reece Road, Severn, Maryland 21144.

1985 SEP 11 AM 11:51
E. AUBREY COLLISON
CLERK

CR
CLERK

LIBER - 489 429

Debtor:

Secured Party:

Jae H. Chung (SEAL)
JAE H. CHUNG

Neemettin Soyleyen (SEAL)
NECMETTIN SOYLEYEN

Jung S. Chung (SEAL)
JUNG S. CHUNG

DATED: SEPTEMBER 5, 1985

MR. CLERK: Return to:

J. William Pitcher, Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

SCHEDULE "A"
J-JAY'S PIZZA & SUB SHOP

LIBER - 489 PAGE 429 A
August 26, 1985

- 1 - Outside Sign "J-Jays Pizza"
- 1 - Dough Roller
- 1 - 36X36 S/S Utility Table
- 1 - 5" S/S Double Door Refrigerator Base Pizza Table
- 1 - 30"X24" Utility Table S/S
- 1 - Check Rack
- 1 - Electric Menu Sign w/ clock
- 1 - Pizza Oven-Blodgett w/shelf
- 2 - 24X18 Pizza Spoon (Wood)
- 2 - 24X18 Pizza Spoon (Metal)
- 1 - 30" Beverage Cooler
- 1 - 3 Door Jordan Reach In Refrigerator Model AKT 74
- 1 - 2 Door Jordan Reach In Freezer Model AKT 48FA
- 1 - Edlund Can Opener
- 1 - 8' Wood Ladder
- 1 - Whirl, 1 Ice Maker
- 1 - S/S 3 Compartment Sink with 2 Drain Boards
- 1 - Hobart Mixer 60 Qt w/accessories
- 1 - Globe Slicing Machine Model 725
- 2 - Portion Scales
- 1 - Kidde Fire Extinguishing System
- 1 - S/S 7' Stainless Table w/shelf
- 1 - 24"X24" Wood Utility Table
- 1 - S/S Combination 9' Grill-Twin Fryers
- 1 - Overhead Hood and Exhaust
- 1 - 2 Pot Electric Warmer
- 1 - 1 Pot Electric Warmer
- 1 - 48" S/S Table w/shelf
- 1 - Sandwich Unit - 4" w/ under refrigerator
- 1 - 40" Formica Top Work Table
- 1 - Check Rack
- 1 - Electric Fan
- 1 - Sweda Electric Register
- 1 - 12" Electric Menu Sign
- 2 - Heat Lamps
- 1 - 36" 4 drawer S/S utility Table
- 1 - 6' Formica Shelf Desk
- 1 - Desk Lamp
- 1 - Wall Lamp
- 1 - 2 Drawer File Cabinet
- 1 - 2 Pot Coffee maker
- 2 - Pie Cases
- Assorted Pots & Pans; Trays; Cutlery; Cooking Utensils; Cleaning UTENSILS
- 1 - Plastic 30 gal Trash Receptacle
- 3 - 5 Bulb Chandeliers
- 1 - Burglar Alarm System
- 1 - 24" Exhaust Fan
- 1 - 3/4 Ton Air Conditioner
- 1 - Electric Chicken Roaster

/s/ Nechmettin Soyleyan
/s/ Jung S. Chung

Mailed to Secured Party

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247698

RECORDED IN LIBER 462 FOLIO 519 ON June 10, 1983 (DATE)

1. DEBTOR

Name Evans, Robert W.
Address 170 Tamglade Court, Severna Park, Md 21146

2. SECURED PARTY

Name J.I. Case Co. or J.I. Case Credit Corp. As their interests may appear
Address 290 Elwood Davis Rd., Liverpool, NY 13088
5790 Widewaters Parkway, Syracuse, NY 13214-1844
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 10.00
POSTAGE .50
#00489 0777 R02 11:37
SEPT 11 85

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>
	<p>Anne Arundel 5350</p>	

10.00
10.50

1985 SEP 11 AM 11:51
F. AUBREY COLLISON
CLERK



Dated August 28, 1985

Robert W. Evans Fin Mgr
(Signature of Secured Party)
J.I. Case Credit Corp.
Type or Print Above Name on Above Line

Mailed to Secured Party

MARYLAND FINANCING STATEMENT
LIBER - 489 PAGE 431

258408

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Wes Systems, Inc.
1744 Remington Court, Crofton, Maryland 21114
(Name or Names)
(Address)
LESSEE _____
(Name or Names)
(Address)
2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234
3. ASSIGNEE (if any) Harbor Federal Savings & Loan
of LESSOR _____
(Name or Names)
P. O. Box 12309 Baltimore, Maryland 21281-2309
(Address)

RECORD FEE 11.00
POSTAGE .50

#00490 C777 R02 111:37
SEPT 11 85

4. This financing Statement covers the following types (or items) of property:

One - IBM PC-XT, 1 - Color Monitor, 1 - Color Adapter
DOS 2.1 S/N 5457222, 856669

11 850

CF
FILED

1985 SEP 11 AM 11:51
E. AUBREY COLLISON
CLERK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE Wes Systems, Inc. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: William O. Wesley, Jr. President By: Gordon T. Hill President
(Title) (Title)
(Type or print name of person signing) (Type or print name of person signing)

By: _____ Return to: Harbor Federal Savings & Loan
(Title) P. O. Box 12309
Baltimore, MD 21281-2309
Attn: Bob Williams

Mailed to: _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated July 30, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Maryland Auto Truck Recyclers Association, Inc.
Address 326 Rt. 3 South, Millersville, MD 21108

2. SECURED PARTY

Name Copy Service, Inc.
Address 8905 Kelso Drive, Baltimore, MD 21221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Panasonic 1300 copier
Serial # 6002302

RECORD FEE 11.00
POSTAGE .50
#00492 C777 R02 11:39
SEPT 11 85

CR CLERK
1985 SEP 11 AM 11:51
E. AUBREY COLLISON

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Dianne McClary, Exec. Dir.
(Signature of Debtor)
Dianne McClary, Exec. Dir.
Type or Print Above Name on Above Line

Dianne McClary, Exec. Dir.
(Signature of Debtor)
Dianne McClary, Exec. Dir.
Type or Print Above Signature on Above Line

Cerald T. Day
(Signature of Secured Party)
Cerald T. Day, Pres.
Type or Print Above Signature on Above Line

258415

LIBER - 489 PAGE 435

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented 1

3. The Debtor is a transmitting utility
4. For Filing Officer: Date, Time, No. Filing Office

1. Debtor(s) (Last Name First) and Address(es):

ALMO CORPORATION
7222 Parkway Drive
Baltimore, MD 21240

2. Secured Party(ies) Name(s) and Address(es):

PROVIDENT NATIONAL LEASING CORPORATION
Broad & Chestnut Sts.
Philadelphia, PA 19101

RECORD FEE 11.00
POSTAGE .50
#00501 0777 R02 T14:10
SEPT 11 85

5. This Financing Statement covers the following types (or items) of property:

SEE ATTACHED SCHEDULE "A"

6. Assignee(s) of Secured Party and Address(es):

Products of the Collateral are also covered.

8. Describe Real Estate Here:

NOT SUBJECT TO RECORDATION TAX

This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

7. The described crops are growing or to be grown on.*
 The described goods are or are to be affixed to.*
 The lumber to be cut or minerals or the like (including oil and gas) is on.*
*(Describe Real Estate in Item 8.)

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box).

which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or **Clerk of Circuit Court of Baltimore City**
09 already subject to a security interest in another jurisdiction: **Anne Arundel County**
 when the Collateral was brought into this State, or when the Debtor's location was changed in this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:

Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s).

ALMO CORPORATION

PROVIDENT NATIONAL LEASING CORPORATION

By [Signature]
Signature(s) of Debtor(s)

By Martha K. Thomas
Signature(s) of Secured Party(ies)

(3/83)

(1) FILING OFFICER COPY - NUMERICAL

(Required only if Item 10 is checked.)

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

RECORDED
79

Mailed to Secured Party

RECORDED
1985 SEP 11 PM 2:37
E. AUBREY COLLISON
11.00
.50

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Page 1 of 1

Forming a part of documents related to equipment lease agreement number 1669.09

Between ALMO CORPORATION
Lessee and PROVIDENT NATIONAL LEASING CORPORATION

Quantity	Manufacturer Description
----------	--------------------------

One (1) New Clark Model TM12 Forklift, s/n TM 145 0477 5280

188" Triple Stage Upright
 37" Carriage
 48 Volt Electrical System
 Drivers Overhead Guard
 Sideshifter w/hose and Aux Valve
 Paint: Clark Green

XXXXXXXXXXXXXXXXX
 Anne Arundel County

One (1) Basiloid Model 1046-76, s/n 2507-2

X

INITIAL
<i>[Signature]</i>

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: 1

3. The Debtor is a transmitting utility.

1 Debtor(s) (Last Name First) and Address(es):
ALMO ELECTRONICS CORPORATION
 7222 Parkway Drive
 Baltimore, MD 21240

2 Secured Party(ies) Name(s) and Address(es):
PROVIDENT NATIONAL LEASING CORPORATION
 Broad & Chestnut Streets
 Philadelphia, PA 19101

4 For Filing Officer: Date, Time, No. Filing Office
 RECORD FEE 11.00
 POSTAGE 50
 #00500 C777 R02 11:09
 SEPT 11 85

5. This Financing Statement covers the following types (or items) of property:
SEE ATTACHED SCHEDULE "A"

6. Assignee(s) of Secured Party and Address(es):

7. The described crops are growing or to be grown on.*
 The described goods are or are to be affixed to.*
 The lumber to be cut or minerals or the like (including oil and gas) is on.*
 *(Describe Real Estate in Item 8.)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records.
NOT SUBJECT TO RECORDATION TAX

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or Lessee(s) and Lessor(s).

ALMO ELECTRONICS CORPORATION **PROVIDENT NATIONAL LEASING CORPORATION**

By *James Robert Bechtel* Signature(s) of Debtor(s)
 By *Martha K. Thomas* Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

(1) FILING OFFICER COPY - NUMERICAL
 (3/83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

11.00
 .50



1985 SEP 11 PH 2:37
 E. AUBREY COLLISCH
 CLERK

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: 7104 E FURNACE BRANCH RD.
CITY & STATE: GLEN BURNIE, MD 21061

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
KEITH D AND THERESA FILES		10-02-84	
8096 ROUND TABLE CRT PASADENA, MD 21122		ACCOUNT NO.	TAB
		337507218	10084

Filed with: CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
POSTAGE .50
#00509 C777 R02 T14:18
SEPT 11 85

10.00
10.50

Mailed to Secured Party

G.L. CLERK

REC'D BY CLERK

1985 SEP 11 PM 2:37

E. AUBREY COLLISON
CLERK

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BOOK 478 PG 332 ID# 254123

BY William A. R.
TITLE

Dated: 7-26, 19 85

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated September 4, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Veronis, Andrew, M. and Veronis, Elizabeth, B.

Address 119 Boyd Drive, Annapolis, Maryland 21403

2. SECURED PARTY

Name Key Financial Services Inc.

Address 57 River Street

Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
POSTAGE .50
800510 C777 102 114:19
SEPT 11 85

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1977 Marine Trader 33' 5" Hull # ETY332140877D USCG O/N: 588402
Engine: Ford Lehman, 120 hp, single, diesel Serial # 053674
Additional Equipment: VHF, 2 depth sounder, air conditioning

1250



1985 SEP 11 PM 2:38
Mailed to Secured Party

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

NOT SUBJECT TO RECORDATION TAX

Andrew M. Veronis
(Signature of Debtor)

Andrew M. Veronis
Type or Print Above Name on Above Line

Elizabeth B. Veronis
(Signature of Debtor)
Elizabeth B. Veronis

Type or Print Above Signature on Above Line

Joseph P. Duane
(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert W. Moreau, a sole proprietor D/B/A Casablanca Hair Ltd.

Address 8103 Jumpers Hole Road; Pasadena, MD 21203

RECORD FEE
POSTAGE

12.00
.50

2. SECURED PARTY

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway

Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

000511 0777 002 114-2
SEPT 11 1965

1250

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 (One) Kaemark Reception Desk Model #1040
- 1 (One) Triple Section Shampoo Bulkhead
- 1 (One) Five Shelf Glass 72" Retail Storage Shelf
- 1 (One) Custom Matching Oak Coffee Bar, Magazine Rack
- 1 (One) Cigarette Urn

All Machinery, Equipment, Accounts Receivable, and Inventories now owned or hereafter acquired, including proceeds and products thereof.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ROBERT W. MOREAU, A SOLE PROPRIETOR D/B/A
CASABLANCA HAIR LTD.

Robert W. Moreau
(Signature of Debtor)

Robert W. Moreau - Owner
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Secured Party)

Frank J. Sarro III., Exec. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County



1965 SEP 11 PM 2:38

AUDREY COLLISON
CLERK

Mailed to Secured Party

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

1. LESSEE: David P. McMahan Studios
 Name or Names
8220 Ritchie Highway, Pasadena, MD 21122
 Address - Street No. City County State Zip Code

2. LESSOR: ALPHA LEASING COMPANY
 P.O. BOX 2915 BALTIMORE, MARYLAND 21229

3. This Financing Statement covers the following types of property:
 (Describe - Attach separate list if necessary.)

1 - AT&T Merlin Electronic Telephone System W/Model #410-A Control Unit; 4 - 5 Button Phones

RECORD FEE 11.00
 POSTAGE .50
 #00515 C777 R02 T14:23
 SEPT 11 95

1150 This transaction is a true lease and is not intended by the parties as a secured transaction; filing is only intended to make the true lease a matter of public record. The Lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the Lessee has no rights, expressed or implied to sell, exchange, encumber or otherwise dispose of such property.

LESSEE: David P. McMahan Studios

David P. McMahan Owner
 Signature of Lessee Title
DAVID P. McMAHAN
 Type or Print Name of Above

LESSOR:

ALPHA LEASING COMPANY
Jonathan S. Waranch
 Signature of Lessor
 Type or Print Name of Above

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Mailed to: ALPHA LEASING COMPANY
P.O. BOX 2915
Baltimore, MD 21229

G. L. CLERK

1985 SEP 11 PM 2:23
 E. AUBREY CLERK

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/17/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Paul A. and Shirley V. Tessicini

Address 1939 Pometacom Dr., Hanover, Maryland 21076

2. SECURED PARTY

Name Kayak Manufacturing Corp.

Address 325 Harlem Rd.

West Seneca, N.Y. 14224

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
POSTAGE 50
800514 0777 R02 114-23
SEPT 11 85

3. Maturity date of obligation (if any) 1990

4. This financing statement covers the following types (or items) of property: (list)

Kayak Award Winning Swimming Pool (16 X 24) and all attached thereto

1200
0521

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Property at 1939 Pometacom Dr., Hanover, Maryland 21076

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Paul A. Tessicini
(Signature of Debtor)

Paul A. Tessicini
Type or Print Above Signature on Above Line

Shirley V. Tessicini
(Signature of Debtor)

Shirley V. Tessicini
Type or Print Above Signature on Above Line

Kayak Manufacturing Corp.

Keith Miller
Branch Manager
(Signature of Secured Party)

Keith Miller signing for Kayak Mfg. Corp.
Type or Print Above Name on Above Line

G. L. CLERK

1985 SEP 11 PM 2:38

Mailed to Secured Party

money adv

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

LIBER - 489 PAGE 444

258421

FINANCING STATEMENT

1. Debtor:
Theodore A. Jonas
Address:
3710 Fort Hill Drive
Alexandria, Virginia 22310
2. Secured Party:
SECOND NATIONAL BUILDING
& LOAN, INC.
Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.
3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any preceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

RECORD FEE 13.00
POSTAGE .50
0345 R01 115:02
SEPT 11 85

RECEIVED
1985 SEP 11 PM 3:36

E. AUDREY COLLISON
CLERK



13-w
82

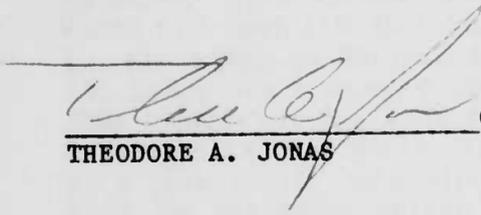
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust of July 11, 1983, a Deed of Trust Modification Agreement of even date hereto, and an Additional Security Assignment of Leases executed of July 11, 1983, executed between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor:



THEODORE A. JONAS (SEAL)

Dated: 9/4/85

MR. CLERK: Return to:

Edward O. Wayson, Jr., Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

Mailed to: _____

EXHIBIT A

BEGINNING for the same at a point which marks the intersection formed by the northeast side of Bay Ridge Avenue with the southwest line of that parcel of land intended to be described in the conveyance from William Paul Moreland, Sr. and Minnie N., his wife, et al., to Center Building Corporation by deed dated November 14, 1966, and recorded among the Land Records of Anne Arundel County in Liber LNP 2024, folio 179 (a description of the property therein conveyed being recorded among said Land Records in Liber GW 36, folio 13); thence from the place of beginning so fixed, leaving Bay Ridge Avenue and running with the lines of the conveyance to Center Building Corporation, as now surveyed and with courses referred to Annapolis Grid North, North $23^{\circ}30'50''$ West 180.00 feet to a pipe found; said pipe marks the end of the South 62° West 110 foot line of the conveyance from Robert B. Fowler and Ruth L., his wife, to Wallace Ammons and Martha, his wife, by deed dated December 13, 1946, and recorded among the said Land Records in Liber JHH 392, folio 238; thence running with the line of Ammons, reversely, with courses referred to Annapolis Grid North, and as now surveyed, North $53^{\circ}19'50''$ East 109.76 feet to a pipe found; said pipe being located in and North $25^{\circ}48'40''$ West 1.62 feet from the beginning of the North $17^{\circ}41'$ West 34.74 foot line of the conveyance from Milton S. Wisner, Sr. and Nellie A., his wife, to Frederick G. Ecken, Jr. and Jean E., his wife, by deed dated March 8, 1965, and recorded among said Land Records in Liber LNP 1841, folio 53; thence leaving the conveyance to Ammons and running with part of the said line in the conveyance to Ecken, reversely, corrected as aforesaid, South $25^{\circ}48'40''$ East 1.62 feet to a pipe set; thence running with the South $60^{\circ}50'$ West 145.4 foot line, reversely, of the conveyance to Ecken, North $52^{\circ}42'20''$ East 145.80 feet to a pipe set on the west side of Washington Street; thence leaving the conveyance to Ecken and running with the west side of Washington Street, South $23^{\circ}34'30''$ East 180.00 feet to the intersection formed by the west side of Washington Street with the northwest side of Bay Ridge Avenue; thence running with the northwest side of Bay Ridge Avenue, South $53^{\circ}20'40''$ West 255.45 feet to the place of beginning. Containing 1.08 acres, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Land Surveyors, in November 1966 and described in June 1968.

SAVING and excepting therefrom so much of the herein described property as was granted and conveyed by Lester J. Belcher, Jr., et al., to The Mayor and Aldermen of the City of Annapolis by Deed dated December 22, 1966 and recorded among the Land Records of Anne Arundel County in Liber 2042, folio 425.

Anne Arundel
City.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cell-Fone of San Antonio
Address 192 Duke of Gloucester Street; Annapolis MD 21401

2. SECURED PARTY

Name Northern Telecom/General Electric Credit Associates
Address c/o G.E.C.C. 4077 Woodstock Drive; Jacksonville, Florida 32207

RECORDED
13.00
50
501 JTT-12
SEPT 13 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule I attached hereto which is made a part hereof and is incorporated herein by reference.

RECORDATION TAX IS NOT REQUIRED.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

G. L. CLERK

1985 SEP 13 AM 11:15
E. AUGUSTY COLLISON
CLERK

(Signature of Debtor)

Type or Print Above Name on Above Line

Greg L. Helbert, general partner
(Signature of Debtor)

CELL-FONE OF SAN ANTONIO

Type or Print Above Signature on Above Line

John Gelis
(Signature of Secured Party)

NORTHERN TELECOM/GENERAL ELECTRIC CREDIT ASSOCIATES
Type or Print Above Signature on Above Line

13.00
50

Debtor: Cell-Fone of San Antonio
Address: 192 Duke of Gloucester Street
Annapolis, MD 21401
Secured Party: Northern Telecom/General
Electric Credit Associates
Address: c/o General Electric Credit Corporation
4077 Woodcock Drive
Jacksonville, Florida 32207

This financing statement relates to the following types (or items) of property:

All of the Debtor's right, title and interest in, to and under the following:

(i) any and all moneys due and to become due to the Debtor now or in the future by way of a distribution made to the Debtor pursuant to the Partnership Agreement, dated as of September 28, 1985, or otherwise in its capacity as a general partner in the Cellular Telephone Company (the "Company"), except to the extent distributions shall have theretofore been made to the Debtor in accordance with subsection 6.7 of the Loan Agreement, dated as of July 30, 1985, between the Company and the Secured Party (the "Loan Agreement") or the Master Lease Agreement, dated as of July 30, 1985, between the Company and the Secured Party (the "Lease");

(ii) any and all moneys due or to become due to the Debtor now or in the future by virtue of the Debtor's interest as a partner in the Company, except to the extent distributions thereof shall have theretofore been made to the Debtor in accordance with subsection 6.7 of the Loan Agreement or the Lease;

(iii) any other property of the Company to which the Debtor now or in the future may be entitled in its capacity as a general partner thereof, by way of distribution, return of capital or otherwise, except to the extent distributions thereof shall have theretofore

LIBER - 489 PAGE 449

been made to the Debtor in accordance with subsection 6.7 of the Loan Agreement or the Lease;

(iv) any other claim which the Debtor now has or may in the future acquire against the Company or its property together with all of the Debtor's rights (but not any of its obligations) as a general partner of the Company; and

(v) to the extent not otherwise included or excluded, all Proceeds (as defined below) and products of any or all of the foregoing;

provided that anything contained herein to the contrary notwithstanding, the foregoing property does not and shall not include (a) reasonable amounts (for value given) payable to the Debtor for services rendered by it or property sold by it to the Company or (b) the proceeds of any sale or other disposition by the Debtor of its interest in the Company in accordance with Section 5(j) of the Partners' Assignment, dated as of July 30, 1985, among the Debtor, the other general partners in the Company and the Secured Party.

As used in this Schedule the following term shall have the following meaning.

"Proceeds" shall have the meaning assigned to it under the Uniform Commercial Code and, in any event, shall include, but not be limited to, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the collateral referred to in items (i) through (iv), above, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the collateral referred to in items (i) through (iv) above by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority) and (c) any and all other amounts from time to time paid or payable under or in connection with any of the collateral referred to in items (i) through (iv) above.

Mailed to Secured Party

Anne Arunde
City.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Carolina California Cellular Associates
Address c/o Arthur Ebersberger, The Ebersberger Building, 570 Ritchie Highway; Severna Park, MD 21146

2. SECURED PARTY

Name Northern Telecom/General Electric Credit Associates
Address c/o G.E.C.C. 4077 Woodstock Drive; Jacksonville, Florida 32207

13.00
50
POSTAGE
#06005 0345
SEP 13 1985

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)

See Schedule I attached hereto which is made a part hereof and is incorporated herein by reference.

RECORDATION TAX IS NOT REQUIRED.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

G.L. CLERK
1985 SEP 13 AM 11:15
RECEIVED
CLERK'S OFFICE

(Signature of Debtor)

Type or Print Above Name on Above Line
Arthur D. Ebersberger
(Signature of Debtor)
CAROLINA CALIFORNIA CELLULAR ASSOCIATES
Type or Print Above Signature on Above Line

John Giles
(Signature of Secured Party)
NORTHERN TELECOM/GENERAL ELECTRIC CREDIT ASSOCIATES
Type or Print Above Signature on Above Line

13-w
SD

Debtor: Carolina Cellular Associates

Address: c/o Arthur Ebersberger
The Ebersberger Building
570 Ritchie Highway
Severna Park, MD 21146

Secured Party: Northern Telecom/General
Electric Credit Associates

Address: c/o General Electric Credit Corporation
4077 Woodcock Drive
Jacksonville, Florida 32207

This financing statement relates to the following types (or items) of property:

All of the Debtor's right, title and interest in, to and under the following:

(i) any and all moneys due and to become due to the Debtor now or in the future by way of a distribution made to the Debtor pursuant to the Partnership Agreement, dated as of September 28, 1985, or otherwise in its capacity as a general partner in the Cellular Telephone Company (the "Company"), except to the extent distributions shall have theretofore been made to the Debtor in accordance with subsection 6.7 of the Loan Agreement, dated as of July 30, 1985, between the Company and the Secured Party (the "Loan Agreement") or the Master Lease Agreement, dated as of July 30, 1985, between the Company and the Secured Party (the "Lease");

(ii) any and all moneys due or to become due to the Debtor now or in the future by virtue of the Debtor's interest as a partner in the Company, except to the extent distributions thereof shall have theretofore been made to the Debtor in accordance with subsection 6.7 of the Loan Agreement or the Lease;

(iii) any other property of the Company to which the Debtor now or in the future may be entitled in its capacity as a general partner thereof, by way of distribution, return of capital or otherwise, except to the extent distributions thereof shall have theretofore been made to the Debtor in accordance with subsection 6.7 of the Loan Agreement or the Lease;

LIBER - 489 PAGE 452

(iv) any other claim which the Debtor now has or may in the future acquire against the Company or its property together with all of the Debtor's rights (but not any of its obligations) as a general partner of the Company; and

(v) to the extent not otherwise included or excluded, all Proceeds (as defined below) and products of any or all of the foregoing;

provided that anything contained herein to the contrary notwithstanding, the foregoing property does not and shall not include (a) reasonable amounts (for value given) payable to the Debtor for services rendered by it or property sold by it to the Company or (b) the proceeds of any sale or other disposition by the Debtor of its interest in the Company in accordance with Section 5(j) of the Partners' Assignment, dated as of July 30, 1985, among the Debtor, the other general partners in the Company and the Secured Party.

As used in this Schedule the following term shall have the following meaning.

"Proceeds" shall have the meaning assigned to it under the Uniform Commercial Code and, in any event, shall include, but not be limited to, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the collateral referred to in items (i) through (iv), above, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the collateral referred to in items (i) through (iv) above by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority) and (c) any and all other amounts from time to time paid or payable under or in connection with any of the collateral referred to in items (i) through (iv) above.

Mailed to Secured Party

Chattel Records
Anne Arundel County

LIBER - 489 PAGE 453

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.	
Date &	
Hour	

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement
Date of Filing July 31, 1984
Maturity date (if any)

Record Reference
Liber 475, Page 430, I.D. #252966

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Friendship Business Center Limited Partnership		c/o Stephen J. Hartman MIE Development Company 6665 Security Boulevard Baltimore, Maryland 21207		
<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
The First National Bank of Maryland		25 South Charles Street	Baltimore, MD	21203

Marsha M. Schuyler
Legal Assistant
Melrod, Redman & Gartlan
1801 K Street, N.W.
Washington, D.C. 20006

RETURN TO:

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

Assignee:

The Great-West Life Assurance Company
100 Osborne Street North
Winnipeg, Manitoba, Canada R3C 3A5

RECORD FEE 10.00

POSTAGE .50
#05241 C055 R01 716:04
AUG 29 85

1985 AUG 29 PM 4:05
J.F. CLERK
MELROD, REDMAN & GARTLAN
1801 K STREET, N.W.
WASHINGTON, D.C. 20006

Debtor(s) or assignor(s)

The First National Bank of Maryland

(Seal)

(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

THE MONUMENTAL TITLE CO.
The Monumental Title Bldg.
SEVERNA PARK, MD. 21146

Mailed to: _____

1000/30

Copy

CS25:FBE3-4
9/4/85:1e

LIBER - 489 PAGE 454 BOOK 3943 PAGE 778 250507

TO BE FILED/RECORDED IN THE LAND RECORDS AND
FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO RECORDATION STAMP TAX

FINANCING STATEMENT

Date: SEPTEMBER 4, 1985

DEBTOR: BETHESDA LAND PARTNERSHIP
4641 Wisconsin Avenue
Bethesda, Maryland 20814

SECURED PARTY: CITIZENS SAVINGS AND LOAN ASSOCIATION, INC.
8485 Fenton Street
Silver Spring, Maryland 20910

RECORD FEE 37.00
200053 0745 R02 707-50
SEP 6 85

1. Debtor hereby grants and assigns to Secured Party a security interest in all of the collateral hereinafter described in Paragraph No. 3 in accordance with the Uniform Commercial Code for the State of Maryland, as additional security for the repayment of the indebtedness evidenced by a Deed of Trust Note of even date herewith, in the principal sum of One Million Three Hundred Fifty-Five Thousand and No/100 Dollars (\$1,355,000.00) from Debtor, payable to the order of Secured Party. The repayment of said indebtedness is also secured by a first lien Deed of Trust of even date herewith, from Debtor in favor of Secured Party as Beneficiary covering certain real estate as hereinafter described in Paragraph No. 4 hereof.

2. The terms and provisions of said Note and Deed of Trust, between Debtor and Secured Party of even date herewith are hereby incorporated by reference herein and made a part hereof.

3. All of the following types or items of property are covered by and subject to the Security Agreement and Financing Statement hereby created from Debtor to Secured Party:

(a) All items located upon or within the Improvements of now or hereafter attached to or installed in, or used in connection with the Premises described in Exhibit A located in Anne Arundel County, Maryland, excluding those owned by lessees of the Improvements and including, but not limited to, any and all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of the Improvements and appurtenant facilities erected or to be erected upon the Land or appropriated to the use thereof, and whether affixed or annexed or not.

1985 SE -6 AM 10:00
1985 SEP -6 AM 10:00
37.00
57.00

(b) All accounts receivable and contract rights of the debtor whether existing at present or any which are made in the future.

(c) All right, title and interest of the Debtor in and to any and all leases, licenses, permits and approvals relating to or affecting the hereinafter described premises or any portion thereof or any space or rights in the improvements now or hereafter erected thereon.

(d) All awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, which may be made with respect to the hereinafter described premises or improvements now or hereafter existing thereon as the result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury to or decrease in the value of said premises or improvements.

(e) All products and proceeds of the above described collateral and all replacements thereof, additions thereto and substitutions therefore.

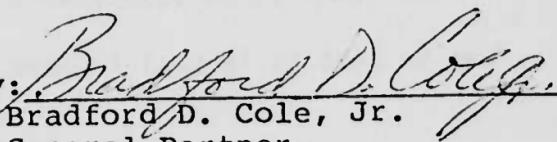
4. Debtor hereby agrees that in the event of any default under the terms of said Note or said Deed of Trust of even date herewith to J. Douglas Reid, Jr. and Elaine W. Hendricks, Trustees, any such default shall constitute a default under this Security Agreement and Financing Statement, entitling the Secured Party or its assignees to exercise any and all rights and remedies provided under the Uniform Commercial Code of the State of Maryland or any other applicable law, in addition to any other rights or remedies provided in said Note, Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party or its assignees shall determine in its sole and absolute discretion.

DEBTOR:

BETHESDA LAND PARTNERSHIP

Attest:


Louis S. Pettey

By: 
Bradford D. Cole, Jr.
General Partner

AFTER RECORDING, PLEASE MAIL TO:

CITIZENS SAVINGS AND LOAN ASSOCIATION, INC.
8485 Fenton Street
Silver Spring, Maryland 20910

ANAREX, INC.

DEVELOPMENT SERVICES
ENGINEERS - SURVEYORS
EXPEDITORS - PLANNERS503 RITCHIE HIGHWAY SUITE 1E September 3, 1985
SEVERNA PARK, MARYLAND 21146TELEPHONE
544.0234
544.0279DESCRIPION OF 1.721 ACRES OF LAND, MORE OR LESS
PROPERTY OF STACOM, INC.
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at a point along the West side of the Baltimore-Annapolis Boulevard, existing 30 foot right-of-way, said beginning point also marks the end of the sixth or North 68 degrees 43 minutes East 407 foot line of the land described in the conveyance from John W. Patton and Eva Patton, his wife, and Robert Abramowicz and Jadwiga Abramowicz to STACOM INCORPORATED by deed dated February 26, 1976 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2831 Folio 193; thence leaving said point of beginning so fixed and running reversely with and binding along a portion of the aforesaid sixth line with bearings referred to Anne Arundel County, Grid North.

- 1) South 61 degrees 45 minutes 50 seconds West 338.74 feet to intersect the East side of Governor Ritchie Highway, Md. Route 2; thence running with and binding along the East side of said Md. Route 2,
- 2) North 32 degrees 08 minutes 07 seconds West 196.61 feet to intersect the 4th or 568 degrees 43 minutes West 505 feet line of the aforementioned conveyance; thence running reversely with and binding along said 4th line with bearings referred to Anne Arundel County Grid North,
- 3) North 61 degrees 37 minutes 24 seconds East 406.57 feet to intersect the West side of the aforementioned Baltimore-Annapolis Boulevard; thence running with and binding along the West side of the said Baltimore-Annapolis Boulevard,
- 4) South 22 degrees 56 minutes 58 seconds East 73.37 feet,
- 5) South 12 degrees 19 minutes 58 seconds East 65.63 feet, and
- 6) South 02 degrees 14 minutes 58 seconds East 67.81 feet to the point of beginning.

Containing in all 1.721 acres of land, more or less.

Being also the same property conveyed from John W. Patton and Eva Patton, his wife; and Robert Abramowicz and Jadwiga Abramowicz to STACOM INCORPORATED by deed dated February 26, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2831 Folio 193.

STACUM, INC.

Description 1.721 acres
September 3, 1985

LIBER - 489 PAGE 457

BOOK 3943 PAGE 781

SUBJECT to all that 15-foot wide Utility Easement conveyed from Marie F. McCoy to Anne Arundel County, Maryland by Deed of Easement and Agreement dated February 18, 1971 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2398, Folio 246.

Mailed to: Citizens B&K Assn

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

LIBER - 489 PAGE 458

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251465

RECORDED IN LIBER 472 FOLIO 82 ON 3/29/84 (DATE)

1. DEBTOR

Name Trible's, Inc.

Address 1942 West St., Annapolis, MD 21401

2. SECURED PARTY

Name Commercial Credit Business Loans, Inc.

Address P. O. Box 33789

Charlotte, NC 28233

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 11.00
POSTAGE .50
#00845 C777 R02 T09:19
SEPT 17 85

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>
<p>The secured party no longer claims a security interest under the original financing statement identified above.</p>	

1985 SEP 17 AM 9:49

E. AUBREY COLLISON
CLERK

BL
CLERK

Mailed to Secured Party

COMMERCIAL CREDIT BUSINESS LOANS, INC.

Dated 6/25/85

H. A. Haubner Asst Vice Pres.
(Signature of Secured Party)

H. A. Haubner, Assistant VP

Type or Print Above Name on Above Line

Ann Arnold

Termination Statement

LIBER - 489 PAGE 459

This statement refers to original statement, identifying file no. 238701, recorded in liber 439, folio 378 on July 7, 1981.

1. Debtor:

Tribble's, Inc.
901 Southern Avenue
Oxon Hill, Maryland 20745

RECORD FEE 10.00
POSTAGE .50
#00846 C777 R02 109:20
SEPT 17 85

2. Secured Party:

Commercial Credit Business Loans, Inc.
P.O. Box 33789
Charlotte, North Carolina 28233

3. The secured party no longer claims a security interest under the original financing statement identified above.

Commercial Credit Business Loans, Inc.

0001

By: *Sabatner* *Asst Vice President*



1985 SEP 17 AM 9:49
E. ADAMS COLLISION
CLEM

Mailed to Secured Party

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
247701

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 462 FOLIO 523 ON 6-10-83 (DATE)

1. DEBTOR

Name Hopkins, Donald Benson
Address 3870 Muddy Creek Rd. Edgewater, Md. 21037

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 4949 Syracuse, N.Y. 13221

RECORD FEE 10.00
POSTAGE .50
#00849 0777 R02 109:23
SEPT 17 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

1000
RS

1985 SEP 17 AM 9:50
E. ANDREY COLLISON
CLERK
BL
CLERK

Mailed to Secured Party

Dated 12 Sept. 1985

Charles J. Doyle
(Signature of Secured Party)

Charles J. Doyle, Mgr. Fin. Serv.
Type or Print Above Name on Above Line

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):

Corman Construction
700 T Street
Washington, D.C. 20018

(2) Secured Party(ies) (Name(s) And Address(es):

Alban Tractor Co.Inc.
P.O. Box 9595
Baltimore, Maryland 21237

RECORD FEE 11.00
POSTAGE 1.00
#000000 C777 R02 109:24
SEP 17 85

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

Associates Commercial Corporation
1604 Santa Rosa Rd., Suite 137
Richmond, VA 23288

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

- One CAT D5B Tractor, 25X02531
- One CAT 963 Loader, 06Z01181
- One CAT 225 Excavator, 51U05345
- One CAT 953 Loader, 76Y01216
- One CAT D6D, Tractor, 04X09154

TRANSACTION NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Corman Construction

(By) *[Signature]*

Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

Secured Party(ies) [or Assignees]

Alban Tractor Co, Inc.

(By) *[Signature]*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

Mailed to Assignee

RECEIVED
1985 SEP 17 AM 9:50
G. L. COLLISON
CLERK

G.L. COLLISON
CLERK

FINANCING STATEMENT FORM UC 3-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. 258437

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 9/30/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LICATA: Robert M. and Helena
Address 1020 Dead Run Drive, McLean, VA 22101

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

RECORD FEE 12.00
POSTAGE .50
#00151 0777 R02 T09:25
SEPT 17 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

- 1972 32' Pacemaker Fiberglass Hull #32126 Coast Guard Official #546006
- 1972 220 HP Twin Crusader Gas Engines

First Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert M. Licata
(Signature of Debtor)

Robert M. Licata
Type or Print Above Name on Above Line

Helena Licata
(Signature of Debtor)

Helena Licata
Type or Print Above Signature on Above Line

Mailed to Secured Party

AGENT
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Anne Arndel Co
9-11-85

HOUSEHOLD FINANCE CORPORATION OF BALTIMORE
9626 FT. MEADE ROAD
LAUREL PLAZA SHOPPING CENTER
LAUREL, MARYLAND 20707



Mailed to: _____

LIBER - 489 PAGE 463

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... September 12....., 19...85

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 245655..... in Office of Anne Arundel
Liber 457 Page 431 (Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Edwin A Jr & Jean M Gregor
7267 Forest Ave
Hanover MD 21076

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Finance Corporation
9626 Ft Meade Rd. Laurel MD 20707



Secured Party

By *E. White*.....
Its Branch Office Manager

Form 91 MD (3-79)

RECEIVED FOR RETURN
CREDIT ACCOUNT

1985 SEP 17 AM 9:51

E. AUBREY SOLLISON
CLERK



RECORD FEE 10.00
POSTAGE 1.50
#000852 C777 R02 109:35
SEP 17 85

121

FINANCING STATEMENT FORM UCC-1

Identifying File No. **258438**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Broes Trucking Co., Inc.
Address I-295 & Dominick Lane, Paulsboro, N.J.

2. SECURED PARTY

Name First Eastern Leasing Corp.
Address 30 E. Padonia Road
Timonium, Md. 21093

RECORD FEE 11.00
POSTAGE 50
BOSTON CITY RO2 109:27
SEPT 17 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - Mita Copier, Model 111, Serial # **46136532**

LOCATION: Jessup Truck Stop, Jessup, MD

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

James F. Polanin
(Signature of Debtor)

JAMES F. POLANIN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Louise E. Neutze
(Signature of Secured Party)

Louise E. Neutze, Vice Pres.

Type or Print Above Signature on Above Line

11.00
30

1183

67
17
1985 SEP 17 AM 9:51
E. AUBURN COLLISON
CLEM

FINANCING STATEMENT FORM UCC-1

Identifying File No. ~~258139~~ ^{aa}

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bramble & Bradford, Insurance

Address P.O. Box 751, Millersville, Maryland 21108

2. SECURED PARTY

Name First Eastern Leasing Corp.

Address 30 E. Padonia Road

Timonium, Md. 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE 50
#00854 0777 R02 109:28
SEPT 17 85

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - A B Dick Copier, Model 970 Z, Serial # 10101788



11.00
11.50

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Stewart D. Bramble Sr. / Franklin H. Bradford Jr.
(Signature of Debtor)

STEWART D. BRAMBLE SR. / FRANKLIN H. BRADFORD JR.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Louise E. Neutze
(Signature of Secured Party)

Louise E. Neutze, Vice Pres.

Type or Print Above Signature on Above Line

11.00
11.50

1985 SEP 17 AM 9:51
E-AUGUST COLLISION
CLEAR

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 258440

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jet Blast, Inc.
Address 6800 Ft. Smallwood Road, Baltimore, Maryland 21226

2. SECURED PARTY

Name First Eastern Leasing Corp.
Address 30 E. Padonia Road
Timonium, Md. 21093

RECORD FEE 11.00
POSTAGE 50
#00055 6777 202 109-28
SEPT 17 95

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)

1 - Silver Reed EX 66, Serial # 86002086

G. L. CLERK

1985 SEP 17 AM 9:51

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Kevin T. Kavanagh
(Signature of Debtor)

~~XXXXXXXXXX~~ Kevin T. Kavanagh
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Louise E. Neutze
(Signature of Secured Party)
Louise E. Neutze, Vice Pres.
Type or Print Above Signature on Above Line

25
02/11

LIBER - 489 PAGE 467

258441

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Cane, Guy & Simone D. 11 Shipwright Street Annapolis, MD 21401	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>248397 Liber 464 PG241</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>Aug 3</u> 19 <u>83</u>		RECORD FEE 10.00 POSTAGE 50 #000057 (777) NO2 109:30 SEPT 17 85
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

1090

9-11-85

No. of additional Sheets presented: _____

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

BL CLERK

1985 SEP 17 AM 9:51
E. AUBREY COLLISON
CLERK

258442

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

 SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
 AMOUNT OF
 \$ 20,000.00

FINANCING STATEMENT

DUNYGAL, INC. t/a Widow Brown's Restaurant

1. Debtor(s):
 Name or Names—Print or Type
 1651 Maryland Route 3 North, Gambrills, Md. 21054
 Address—Street No., City - County State

RECORDING FEE 12.00
 RECORDING TAX 140.00
 POSTAGE .50
 #000858 0777 R02 109:31
 SEPT 17 85

Name or Names—Print or Type
 BALTIMORE CIGARETTE SERVICE, INC.
 Address—Street No., City - County State Zip Code

140 S. Azar Avenue, Glen Burnie, Maryland 21061

2. Secured Party:
 Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE ATTACHED

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):
 DUNYGAL, INC.
 By John Kelly, Pres
 (Signature of Debtor)
 John Kelly
 Type or Print
 (Signature of Debtor)
 Type or Print

SECURED PARTY:
 BALTIMORE CIGARETTE SERVICE, INC.
 By Robert E. Carlucci
 (Company, if applicable)
 Robert E. Carlucci, President
 (Signature of Secured Party)
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Joel Margolis, Esq., 200 E. Lexington Street
 Lucas Bros. Form F-1 1313 Court Square Bldg., Baltimore, Md. 21202

12.00
 140.00
 140.50

1985 SEP 17 AM 9:51

B.L. CLERK

This Financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor (s) in favor of the Secured Party in the amount stated on the first page hereof and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property;

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used or consumed in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks, and all of Debtor's right, title and interest in and to the liquor license, all its renewals, continuations or extensions thereof issued in connection with the property located at 1651 Maryland Route 3 North, Gambrills, Md. 21054., and more specifically Class B-BWL License - Dancing and Sunday, No. 401.

All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever.

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtor(s).

Mailed to Secured Party

258536

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 13.00
POSTAGE 50
#00960 C777 R02 J09:34
SEPT 17 85

1. DEBTOR

Name Ampat/Southern Corp.

Address 6740 Baymeadow Drive, Glen Burnie, Maryland 21061

2. SECURED PARTY

✓ Name Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales

Address 8540 Pulaski Highway, Baltimore, Maryland 21237

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Assignee of the Secured Party

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

1300

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ampat/Southern Corp.

✓ J.A. Brown
(Signature of Debtor)

J.A. Brown, V.P.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chesapeake Ford Truck Sales, Inc.
T/A Chesapeake Truck Sales

✓ Richard Schaub
(Signature of Secured Party)

Richard Schaub, Sec/Treas/
Type or Print Above Signature on Above Line

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 12, 1985,

between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales as Seller/Lessor/Mortgagee and Ampat/Southern Corp., 6740 Baymeadow Drive, Glen Burnie, Maryland 21061

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 108,141.36

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 12th day of September, 19 85

Chesapeake Ford Truck Sales, Inc.
T/A Chesapeake Truck Sales (SEAL)
(Seller/Lessor/Mortgagee)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

Chesapeake Ford Truck Sales, **CONDITIONAL SALE CONTRACT NOTE**

TO: Inc. T/A Chesapeake Truck Sales ("Seller") FROM: Ampat/Southern Corp. ("Buyer")
8540 Pulaski Highway, Baltimore, MD 21237 6740 Baymeadow Drive, Glen Burnie, MD 21061

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) New 1985 Ford Model LT9000 Tractor S/N 1FDYU90W4FVA56711.
One (1) New 1985 Ford Model F700D Cab & Chassis with 24' Stake Body, S/N 1FDPK74N8FVA61014

- (1) TIME SALES PRICE \$ 112,641.36
- (2) Less DOWN PAYMENT IN CASH \$ -0-
- (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 4,500.00
- (4) CONTRACT PRICE (Time Balance) \$ 108,141.36

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 6740 Baymeadow Drive, Glen Burnie, Maryland 21061

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred eight thousand one hundred forty one and 36/100**** Dollars (\$ 108,141.36)

being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 12th day of September, 19 85, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 4,505.89 and the final installment being in the amount of \$ 4,505.89

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property; nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: September 12, 19 85

Chesapeake Ford Truck Sales, Inc. T/A Accepted Chesapeake Truck Sales (SEAL)
(Print Name of Seller Here)

Ampat/Southern Corp. (SEAL)
(Print Name of Buyer/Maker Here)

By: _____

By: J.A. Brown Vice President

Co-Buyer-Maker: TITLE (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

1

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 489 PAGE 474
Identifying File No.

258443

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CG Enterprises, Inc.

Address 8111 Annapolis Junction Road Jessup, Maryland 20794

2. SECURED PARTY

Name General Electric Credit Corporation of Tennessee

Address P.O. Box 1038

Columbia, Maryland 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) used, 1973 KOEHRING, Model 440 Spanner Crane, S/N C16662 with all attachments, accessories and additions now or hereafter attached thereto and made a part thereof.

"Attached hereto is a Chattel Mortgage which is incorporated herein by reference. Said Chattel Mortgage gives the secured party a security interest in the equipment described within plus the proceeds thereof. The Debtor is not authorized to sell equipment."

"Recordation Tax, Paid to the State of Maryland."

RECORD FEE 29.00
POSTAGE 50
#00863 0777 102 109:38
SEPT 17 85

29.00
50

G.L. CLERK

1985 SEP 17 AM 9:51
E. AUSTREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CG Enterprises, Inc.

[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Electric Credit Corporation
of Tennessee

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

CHATTEL MORTGAGE

This CHATTEL MORTGAGE, made and entered into this 12 day of AUGUST, 1985, by and between (if corporation, add state incorporated) CG ENTERPRISES, INC. (State of incorporation, Virginia) whose chief place of business is (use appropriate address required by statute) 8111 Annapolis Junction Road, City of Jessup County of Anne Arundel, State of Maryland, hereinafter referred to as Mortgagor, and GENERAL ELECTRIC CREDIT CORPORATION OF TENNESSEE City of Columbia, State of Maryland, hereinafter referred to as Mortgagee:

KNOW ALL MEN BY THESE PRESENTS:

1. That to secure payment of the indebtedness in the sum of One Hundred Three Thousand Four Hundred Fifty and 00/100 Dollars (103,450.00), which is hereby admitted and is acknowledged and evidenced by a note of even date which Mortgagor agrees to pay in installments, as therein provided, and with interest, if any, as therein provided before maturity and to secure any and all obligations of the Mortgagor to the Mortgagee now existing and hereafter arising, this Mortgage is given. If any installment is not paid within ten (10) days after due date, Mortgagor agrees to pay a late charge of five cents (5¢) per dollar on, and in addition to the amount of said installment, but not exceeding the maximum lawful charges.

2. Mortgagor hereby acknowledges the receipt of value from the Mortgagee which constitutes the purchase price, and is being used by the Mortgagor to purchase the property described immediately below and/or in the Schedule referred to immediately below and attached hereto, and that the Mortgagor hereby grants, assigns, transfers, pledges, conveys and mortgages to Mortgagee the following property and all present and future attachments, accessions and additions thereto, substitutions, accessories and equipment therefor and replacements thereof, all of which are hereinafter called the "Chattels".

	(Insert serial & model numbers	(Insert Location by
Number & Street	and full description)	Town or City,
County & State)		
(Use this		
paragraph #2		
for purchase		
money loans.)		

316646

GENERAL ELECTRIC CREDIT CORPORATION

3. Mortgagor hereby grants, assigns, transfers, pledges, conveys and mortgages to Mortgagee, its successors and assigns, the property described immediately below and/or in the Schedule referred to immediately below and attached hereto, and all present and future attachments, accessions and additions thereto, substitutions, accessories and equipment therefor and replacements thereof all of which are hereinafter call the "Chattels".

One (1) Used 1973 KOEHRING, Model 440 Spanner Crane s/n C16662

4. To have and to hold all the Chattels unto Mortgagee and Mortgagee's sole use forever. In case of failure of Mortgagor to comply with any provision of this mortgage, Mortgagee shall have the right, but shall not be obligated, to effect such compliance in whole or in part and all moneys spent by, and expenses of, Mortgagee shall be paid by Mortgagor to Mortgagee forthwith and shall bear interest at the rate of 1/30th of 1% per day but not to exceed the maximum permissible contract rate of interest if not so paid. The Mortgagee's effecting such compliance shall not be a waiver of the Mortgagor's default. All such moneys spent by, and expenses of, Mortgagee and any other obligation assumed or incurred by Mortgagee in effecting such compliance, shall constitute so much additional indebtedness and be secured by this mortgage. Chattels shall, until all of the indebtedness and obligations secured hereby be paid, be kept at the above locations, to be reported to Mortgagee monthly and not be removed from any of said locations without Mortgagee's prior written consent. Chattels shall not become part of any freehold and shall remain personal property at all times.

If this sentence is completed, the Chattels are affixed or to be affixed to _____

(Street & Number, City or Town and Village, County, State)
(If so affixed, the record owner of the real estate

is _____
the record lessee of the real estate

is _____
New York only: The block number is _____, the lot number is _____, the section number is _____.)

316646

5. Mortgagor warrants that all Chattel are and will be in good condition and repair, that Mortgagor is the sole and lawful owner and is in possession of the Chattels described herein, and has the sole right and lawful authority to make this Mortgage; said Chattels and every part thereof are free and clear of all liens and encumbrances of every kind, nature and description. Except for this Mortgage, Mortgagor warrants that all the Chattels will remain free and clear of all liens and encumbrances of every kind, nature and description. Except for this Mortgage, Mortgagor warrants that all the Chattels will remain free and clear of all liens and encumbrances of every kind, nature and description and that Mortgagor shall remain the sole and lawful owner and in possession of the Chattels. Mortgagor will warrant and defend the Chattels against all claims by all persons. Mortgagor, at its own cost and expense, will keep the Chattels in a good state of repair, will not waste or destroy the same or any part thereof and will not be negligent in the care and use thereof.

6. If Mortgagor breaches any of the terms hereof or of said note or of any other obligations of Mortgagor to Mortgagee, or if Mortgagor becomes insolvent or ceases to do business as a going concern, or if the Chattels or any part of them be lost, secreted, abused, seized, illegally used, misused or destroyed, or if a default is declared on any job contracted by Mortgagor, or if a surety takes over performance of such a job or extends financial assistance to Mortgagor, or if Mortgagor or any partner of Mortgagor dies, or the controlling voting or non-voting interest in Mortgagor is changed by reason of sale, gift, bequeath or any other disposition without Mortgagee's prior written consent, or if a petition in bankruptcy or for arrangement or reorganization be filed by or against Mortgagor, or if Mortgagor makes an assignment for the benefit of creditors, or property of Mortgagor be attached or a receiver be appointed for Mortgagor or any of Mortgagor's property or whenever Mortgagee may deem the indebtedness or Chattels insecure, the indebtedness herein described and all other debts then owing by Mortgagor to Mortgagee shall at the option of Mortgagee and without notice accelerate and become due and payable forthwith, and Mortgagor hereby authorizes Mortgagee to enter with or without legal process any premises where the Chattels may be and take possession thereof. Mortgagor will upon default at request of Mortgagee assemble the Chattels and made the Chattels available to the Mortgagee, in whole or in part as requested, at such place or places designated by the Mortgagee as are reasonably convenient to both Mortgagor and Mortgagee. Mortgagee may foreclose this Mortgage in any manner provided by law. To the extent not forbidden by law, Mortgagee may sell the Chattels at private or public sale, in bulk or in parcels, with or without notice, without having the Chattels present at the place of sale, and Mortgagee may bid and purchase; or Mortgagee may lease or otherwise dispose of all or part of the Chattels. The proceeds of sale, lease or other disposition shall first be applied to all costs and charges and expenses incurred in taking, removing, holding, repairing and selling the Chattels and a reasonable sum as attorneys' fees; then, to pay all sums remaining unpaid hereon; then, to any other indebtedness and obligations of Mortgagor to Mortgagee whether or not liquidated, contingent, due, primary, direct, as endorser, indemnitor, guarantor or surety, or otherwise; then, to the expense of paying or settling liens and claims against the Chattels; then, any surplus shall belong to Mortgagor. Mortgagor agrees to pay any deficiency forthwith. Interest after acceleration shall be at the rate of 1/30th of 1% per day but not to exceed the maximum permissible contract rate of interest. All remedies herein are cumulative and any or all thereof may be exercised in lieu of or in addition to, any remedies at law, in equity, or under statute. Mortgagor waives demand of performance and notice of sale or other disposition. Mortgagor waives the statutory method of foreclosure. Mortgagor waives place of sale and manner and place of advertising in the event of foreclosure.

316048

7. Until any default, Mortgagor shall remain in possession of the Chattels. Mortgagor shall not sell, rent, lend, mortgage, encumber or transfer any of the Chattels. Mortgagor shall pay promptly when due all taxes, license fees, assessments and public and private charges levied or assessed on any of the Chattels or on the use thereof or on this mortgage or note. The Chattels shall at all times be a Mortgagor's risk, and Mortgagor shall keep them insured against loss or damage by fire and extended coverage perils, theft, burglary, and for any or all of Chattels which are vehicles, by collision, and also, where requested by Mortgagee, against other risks, for the full insurable value thereof in companies, in amounts and under policies acceptable to Mortgagee, with loss payable to Mortgagee and Mortgagor as their interest may appear and Mortgagor shall, if Mortgagee so requires, deliver to Mortgagee policies or certificates of insurance evidencing such coverage. Each policy shall provide for (10) days written notice to Mortgagee of the cancellation or material modification thereof. Mortgagor hereby waives all exemptions. Waiver of any default shall not be deemed a waiver of any other or subsequent defaults. Mortgagee may correct patent errors herein and fill in blanks. All notice from Mortgagee to Mortgagor shall be sufficiently given if mailed or delivered to Mortgagor at Mortgagor's address shown above.

8. This Mortgage shall be binding, jointly and severally, upon all parties described as the "Mortgagor" and its respective heirs, representatives, successors and assigns, and shall inure to the benefit of "Mortgagee", its successors, and assigns. If any provisions of this Mortgage are in conflict with any statute, rule or law applicable then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating any other provisions hereof. This Mortgage cannot be changed or terminated orally. Mortgagee is hereby granted power to sign the Mortgagor's name and on behalf of the Mortgagor to execute and file applications for title, transfer of title, financing statements, notices of lien and other documents pertaining to any or all of the Chattels. Mortgagor waives all homestead and other property exemption laws. In the event this mortgage and any note given in connection herewith are placed in the hands of an attorney for collection of money due or to become due or to obtain performance of any provision hereof, Mortgagor agrees to pay reasonable attorneys' fees. Reasonable attorneys' fees shall be deemed to be 20% of the highest amount at any time after default owing by Mortgagor to Mortgagee, if permitted by law, or if not permitted by law such lesser sum as may be permitted. Mortgagor agrees to furnish in a form satisfactory to Mortgagee its annual financial statements and such interim statements as Mortgagee may require. Any and all Financial Statements submitted and to be submitted to Mortgagee have and will have been prepared on a basis of generally accepted accounting principles, and are and will be complete and correct and fairly present Mortgagor's financial condition as at the date thereof. Mortgagee may at any reasonable time examine the books and records of the Mortgagor and make copies thereof. Time is of the essence hereof. Mortgagor agrees to obtain and furnish to Mortgagee real estate, landlord and mortgagee waivers upon request of, and in form satisfactory to, Mortgagee. This Mortgage and any note given in connection herewith may be assigned without notice to the Mortgagee and when so assigned shall be free from any defense, counterclaim or cross-complaint against any assignee.

9. If Mortgagor is a corporation, this Mortgage is executed pursuant to authority of its Board of Directors and with the consent of its stockholders. Mortgagor shall, if certificate of title be required or permitted by law, obtain such certificate showing the lien hereof with respect to the Chattels and delivery same to Mortgagee. Mortgagor shall in any event do everything necessary or expedient to preservice or perfect the lien hereof. Mortgagor acknowledges receipt of a true copy, and waives acceptance hereof.

IN WITNESS WHEREOF, Mortgagor has executed and sealed this Chattel Mortgage on the day and year first above written.

INDIVIDUAL AND PARTNERSHIP MORTGAGOR

Signed in the presence of:

Name of Mortgagor:

CORPORATE MORTGAGOR

Name of Corporation C G ENTERPRISES, INC.

• By: *Walter A. Jones V.P.*
Signature, Title

• ATTEST: *Larry Bond* Marketing Support Specialist
Signature, Title

316646

Collateralized Rent Addendum

That certain Chattel Mortgage, dated August 12, 1985 (the "Mortgage"), between C G ENTERPRISES, INC. ("Mortgagor") and General Electric Credit Corporation ("Mortgagee") is hereby amended as follows:

1. Section 1 of the Mortgage is amended to read in its entirety as follows:

1. That to secure payment of all rent and all other obligations of Mortgagor, as Lessee, under that certain Master Lease Agreement, dated as of August 12, 1985 (the "Lease") between Mortgagor and Mortgagee and to secure any and all obligations of the Mortgagor to Mortgagee now existing and hereafter arising, this Mortgage is given.

2. Section 2 of the Mortgage is deleted in its entirety.

3. Sections 6 and 7 of the Mortgage are amended to change the word "note" wherever it appears therein to "Lease."

Except as amended hereby or by other written instrument executed by Mortgagor and Mortgagee, all other terms and conditions of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on this 12 day of August, 1985.

Mortgagor: C G Enterprises, Inc

Mortgagee: General Electric Credit Corporation of Tennessee

• BY: [Signature]
• TITLE: V.P.

BY: [Signature]
TITLE: Marketing Support Specialist

[The foregoing Addendum was drafted as an amendment to our standard Chattel Mortgage on form CI-271 (3/79). This Addendum allows the Mortgagor to pledge its property as collateral to secure its obligations under a lease with the mortgagee.]

0977A

Mailed to Secured Party

312-3

~~25811~~

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 7164 E FURNACE DR RD
CITY & STATE: GLEN BURNIE, MD 21061

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT	
<u>JAMES AND BARBARA RICKMAN</u>	<u>1-27-84</u>	
<u>LOT 45 RIO VISTA PLAZA LOTHIAN, MD 20711?</u>	ACCOUNT NO.	TAB
	<u>492307599</u>	<u>99</u>

9431

Filed with: CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD 21401

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
POSTAGE 50
#00865 0777 002 109-41
SEPT 17 85

Mailed to Secured Party



RECEIVED BY CLERK
CLERK OF COURT ANNAPOLIS, MD

1985 SEP 17 AM 9:52

E. AUBREY COLLISON
CLERK

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Book 470 P 194 W# 250754

BY Mary Bonfant Admin Asst
TITLE

Dated: 8/20, 19 85

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

1000
50

258444

TO BE) RECORDED IN
 NOT TO BE) LAND RECORDS

SUBJECT TO) RECORDING TAX
 NOT SUBJECT TO) ON PRINCIPAL
 AMOUNT OF \$ _____

FINANCING STATEMENT

Karen J. Kursch and Paul A. Kursch, her husband, t/a VIDEO BOX OFFICE, a Proprietorship

Name or Names—Print or Type
 7863 Quarterfield Road, Glen Burnie, Maryland 21061
 Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

RECORDING FEE 13.00
 POSTAGE .50
 #010 ZIP CODE R01 T10:19
 SEPT 17 85

2. Secured Party:

FIRST AMERICAN BANK OF MARYLAND
 Name or Names—Print or Type
 209 Main Street, Annapolis, Maryland 21401
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
- All accounts receivable.
 - All inventory of borrower, as well as any accessories or equipment now or hereafter attached thereto, any proceeds (cash or non-cash) thereof, and any replacements therefor.
 - All assets, tangibles and intangibles of any kind or description.
4. If above described personal property is to be affixed to real property, describe real property.
5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S): VIDEO BOX OFFICE, a Proprietorship
Karen J. Kursch
 (Signature of Debtor)

SECURED PARTY: FIRST AMERICAN BANK OF MARYLAND

BY: Karen J. Kursch
 Type or Print
Paul A. Kursch
 (Signature of Debtor)

(Company, if applicable)
 (Signature of Secured Party)

BY: Paul A. Kursch
Type or Print

Dennis L. Ortiz, Assistant Vice-President
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address BALD AND HALE, P.O. Box 947, Annapolis, Maryland 21404
 Lucas Bros. Form F-3 Mailed to:

RECORDED
 1985 SEP 17 AM 10:22
 E. ADAMS COLLISON
 CLERK

1300
 (CP)
 JC

TO BE)
 NOT TO BE) RECORDED IN LAND RECORDS
 SUBJECT TO) RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
 NOT SUBJECT TO)

FINANCING STATEMENT

KAREN J. KURSCH
 Name or Names—Print or Type
 7863 Quarterfield Road, Glen Burnie, Maryland 21061
 Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

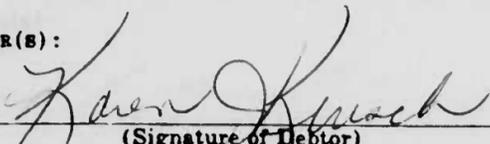
2. Secured Party:

FIRST AMERICAN BANK OF MARYLAND
 Name or Names—Print or Type
 209 Main Street, Annapolis, Maryland 21401
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
- All accounts receivable.
 - All inventory of borrower, as well as any accessories or equipment now or hereafter attached thereto, any proceeds (cash or non-cash) thereof, and any replacements therefor.
 - All assets, tangibles and intangibles of any kind or description.
4. If above described personal property is to be affixed to real property, describe real property.
5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

RECORD FEE 11.00
 POSTAGE 50
 #07075 0345 R01 110:20
 SEPT 17 85

DEBTOR(S):

 (Signature of Debtor)
 Karen J. Kursch
 Type or Print
 (Signature of Debtor)
 Type or Print

SECURED PARTY: FIRST AMERICAN BANK OF MARYLAND

 (Company, if applicable)
 (Signature of Secured Party)
 Dennis L. Ortiz, Assistant Vice-President
 Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:
 Name and Address BALD AND HALE, P.O. Box 947, Annapolis, Maryland 21404

Lucas Bros. Form F-1

Mailed in

RECEIVED FOR RECORD
ANNAPOLIS, MARYLAND COUNTY

1985 SEP 17 AM 10:22

E. AUDREY COLLISON
CLERK



Handwritten numbers: 11-11, 20

TO BE) RECORDED IN
 NOT TO BE) LAND RECORDS

SUBJECT TO) RECORDING TAX
 NOT SUBJECT TO) ON PRINCIPAL
 AMOUNT OF _____

FINANCING STATEMENT

PAUL A. KURSCH
 Name or Names—Print or Type

7863 Quarterfield Road, Glen Burnie, Maryland 21061
 Address—Street No., City - County State Zip Code

RECORDING FEE 11.00
 POSTAGE .50
 SEP 17 1985

1. Debtor(s):

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

FIRST AMERICAN BANK OF MARYLAND
 Name or Names—Print or Type

209 Main Street, Annapolis, Maryland 21401
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
- All accounts receivable.
 - All inventory of borrower, as well as any accessories or equipment now or hereafter attached thereto, any proceeds (cash or non-cash) thereof, and any replacements therefor.
 - All assets, tangibles and intangibles of any kind or description.
 - If above described personal property is to be affixed to real property, describe real property.

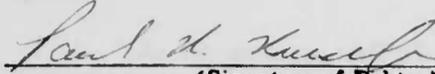
5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY: First American Bank of Maryland


 (Signature of Debtor)

PAUL A. KURSCH
 Type or Print


 (Company, if applicable)

(Signature of Debtor)

Type or Print

(Signature of Secured Party)

Dennis L. Ortiz, Assistant Vice-President
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address BALD AND HALE, P.O. BOX 947, Annapolis, Maryland 21404

Lucas Bros. Form F-3 Mailed to:



1985 SEP 17 AM 10:22

E. AUBREY COLLISON CLERK



11.6
 20

File with Anne Arundel County

LIBER - 489 PAGE 485

FINANCING STATEMENT

1. To Be Recorded in the Land Records.
2. To Be Recorded among the Financing Statement Record.
3. Not subject to Recordation Tax.

4. Subject to Recordation Tax on an initial debt in the principal amount of _____ . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor(s) Name(s)	Address(es)
Builders Marketing, Inc.	6 Montgomery Village Ave. Suite 402 Gaithersburg, Md. 20879

6. Secured Party	Address
First National Bank of Maryland	83 Forest Plaza Annapolis, Md. 21401

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due

SEP 11 11 43 AM '85

258-117

RECORD FEE 11.00

POSTAGE .50



106619 0040 R01 115:52
SEP 11 85

1100 5

thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

DEBTOR:

Builders Marketing, Inc.

By: Mark Clark
Mark Clark, Director

SECURED PARTY:

First National Bank of Maryland

BY: Richard J. Shenos
Richard J. Shenos, Vice Pres.

Address where Collateral will be located:

7361 McWhorter Place, Suite 311
Annandale, Virginia 22003

Mr. Clerk: Please return to M. Willson Offutt, IV, P. O. Box 868, Annapolis, Md. 21404

MWO--1

Mailed to: _____

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. Bank Note No. 212000052270
1. Debtor(s) (Last Name First) and Address(es): <i>Money Management Associates</i> <i>300 Hilltop Lane Suite I</i> <i>Annapolis, Md. 21403</i>	2. Secured Party(ies) Name(s) And Address(es):  CAPITAL BANK N.A. 815 Connecticut Avenue, N.W. Washington, D.C. 20006		4. For Filing Officer: Date, Time, File No., Filing Office: <div style="text-align: right;"> RECORD FEE 11.00 POSTAGE .50 #00628 0777 002 110:17 SEPT 13 85 </div>
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)			5. Assignee(s) of Secured Party, Address(es):
Columbia 10mb 3.0MDOS 512K PC # 1600-3025 Panasonic CT-1300D Monitor # EC3420375 NEC Spinwriter 6050 # 5460 30447 8402 Sumicom System 830 # 21000085 Sanyo 1100ZE Complete # 003284 Northcom Premier 616 Full # KSU 40805599			6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.
not subject to recordation tax			
<input type="checkbox"/> Proceeds-- <input type="checkbox"/> Products of the collateral are also covered.			
8. Signatures: [If debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.]			
<i>Money Management Associates</i> By <i>Christine J. Surfield</i> (Owner) Debtor(s) [or Assignor(s)]		Capital Bank N.A. By <i>William J. Aragoni Jr., V.P.</i> Secured Party(ies) [or Assignee(s)]	

FORM #8.43

FINANCING STATEMENT

UCC-1

1/25/85



RECORDED
 1985 SEP 13 AM 10:33
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party:

NAME: AVCO FINANCIAL SER
ADDRESS: 7164 E FURNACE BR RD
CITY & STATE: GLEN BURNIE, MD 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT
<u>JOE M GARDNER AND MARTHA</u>	<u>09-16-82</u>
<u>7016 F CHRISTIAN LOOP</u>	ACCOUNT NO.
<u>FT MEADE, MD 20755</u>	<u>7762</u>
	TAB

Filed with: CLERK OF CIRCUIT CRT ANNE ARUNDEL CO ANNAPOLIS, MD

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;
(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
POSTAGE .50
#00632 C777 R02 110:21
SEPT 13 85

1000
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TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Avco Financial Services Liber 449 Page 100 242292
(SECURED PARTY)
BY Cecilia A. Budigian Dated: 9/10 19 85
TITLE

ACKNOWLEDGMENT COPY
Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
18-1255 (5-81)

1985 SEP 13 AM 10:33
E. ANDERSON COLLISON
CLERK

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 8/30/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT W. KNOPP SR. AND OR ROBERT W KNOPP JR.
Address 563 OLD OAK RD SEVERN MD 21144

2. SECURED PARTY

Name J. DAVID MULLINIX & SONS INC.
Address 14420 HOWARD RD DAYTON MD 21036

RECORD FEE 12.00
POSTAGE 50
#00635 C777 R02 7:10:24
SEPT 13 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

DEUTZ TRACTOR DX 470 SN 7434-0321

1250

FILED W/ CLERK OF CIRCUIT COURT - ANNE ARUNDEL CO.
ANNAPOLIS, MD.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

ASSIGNEE

DEUTZ CREDIT CORP
7585 PUNCE DE LEON CR.
ATLANTA, GA, 30380

Robert W. Knopp Jr.
(Signature of Debtor)

ROBERT W KNOPP JR
Type or Print Above Name on Above Line

Robert W Knopp Jr
(Signature of Debtor)

ROBERT W. KNOPP SR.
Type or Print Above Signature on Above Line

J. David Mullinix
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Mailed to Secured Party

1985 SEP 13 AM 10:33
E. ANNE ARUNDEL COUNTY
E. ANNE ARUNDEL COUNTY

CR
CLERK

STATE OF MARYLAND

LIBER - 489 PAGE 490

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242063

RECORDED IN LIBER 448 FOLIO 349 ON April 6, 1982 (DATE)

1. DEBTOR

Name Edward F Rawlinson
Address 1429 Gilbert Rd. Arnold, MD 21012

RECORD FEE 10.00
POSTAGE 50
#076537-0777 002 770-53
SEPT 13 85

2. SECURED PARTY

Name Massey-Ferguson Credit Corporation
Address _____

Box 216 Wye Mills, MD 21658
Person And Address To Whom Statement Is To Be Returned If Different From Above.

B.L. CLERK

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Due to an error in the address of the assignee, please change it to read:</p> <p style="text-align: right;">Massey-Ferguson Credit Corporation P.O. Box 10357 Des Moines, IA 50306</p> <p style="text-align: right;"><i>All other terms remain Unchanged.</i></p> <p style="text-align: center;"><i>19761-8200010</i></p>	

1985 SEP 13 AM 11:01
E. AUBREY COLLISCH
CLERK

Mailed to Secured Party

Dated August 21, 1985

Massey-Ferguson Credit Corporation
(Signature of Secured Party)
Scott Mastain, Cr. Clerk
Type or Print Above Name on Above Line

104

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
 - Subject to Recordation Tax; Principal
 - To be Recorded in Land Records (For Fixtures Only).
- Amount is \$

Name of Debtor

JBA Associates, Inc.

Address

Southdale Square Shopping Center
Route # 2 & Route # 100
Pasadena, Maryland 21122

Secured Party

Farmers National Bank of Annapolis

Address

5 Church Circle
Annapolis, Maryland 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

All inventory, equipment, accounts receivable, furniture, fixtures and general intangibles both now and hereafter acquired; including cash and non-cash proceeds and products.

- 2. The collateral property is affixed or to be affixed to or is or is to be affixed to the following real estate:

RECORD FEE 11.00
POSTAGE .50
#08100 2237 01 JUL 03
SEPT 13 85

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

E. AUDREY COLLISON
CLERK
1985 SEP 13 AM 11:05
CR
CLERK

Debtor (or Assignor) JBA Associates, Inc.

Secured Party (or Assignee)

✓ *Albert W. Heier*
Albert W. Heier, Pres.
✗ *Elizabeth C. Heier*
Elizabeth C. Heier, Sec.

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

BY *Earl C. McNay*
Earl C. McNay, Branch Officer

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

Mailed to Secured Party

11.00
80

LIGER - 489 PAGE 492

258452



This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: 94

3. The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):

Dykes Mancott Corp., Inc.
8201 S. Ritchie Highway
Pasadena, MD 21122

2. Secured Party(ies) Name(s) and Address(es):

Gary T. Mott, CPA
650 Ritchie Highway
Severna Park, MD 21146

4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:

See attached Corporate Security Agreement
Exhibit C Paragraph 1

6. Assignee(s) of Secured Party and Address(es):

RECORD FEE 21.00

Products of the Collateral are also covered.

8. Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

7. The described crops are growing or to be grown on.*
 The described goods are or are to be affixed to.*
 The lumber to be cut or minerals or the like (including oil and gas) is on.*
*(Describe Real Estate in Item 8.)

N/A

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s).

By

George [Signature]

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(1) FILING OFFICE COPY-NUMERICAL

(3/83)

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

1985 SEP 13 AM 11:06
E. ALBERT GOLLETSCH
CLERK



21.00
09

EXHIBIT C
CORPORATE SECURITY AGREEMENT

LIBER - 489 PAGE 493

22
THIS SECURITY AGREEMENT is made as of this 20 day of August, 1985 by and between DYKES MANCOTT, INC., a Maryland corporation ("Debtor"), and GARY T. MOTT, CPA, P.A., a Maryland corporation ("Secured Party"), WITNESSETH:

1. For Value received, Debtor hereby grants to Secured Party a security interest in the following:

All presently owned and hereafter acquired accounts receivable, cash, inventory, equipment, furniture, fixtures, leasehold improvements, supplies contract rights, chattel paper, general intangibles, and tangible and intangible assets of all kinds located at, or used in connection with, the Debtor's business at 8201 S. Ritchie Highway, Pasadena, Maryland 21122, at any other location, and all books and records relating to any of the following,

together with the proceeds and products thereof (hereinafter collectively called the "Collateral").

2. The Collateral shall secure the prompt and full payment of a Promissory Note, executed and delivered this date to Secured Party by Debtor in the principal amount of Ten Thousand Six Hundred Fifty Eight Dollars (\$10,658.00).

3. Debtor hereby covenants and agrees that during the term of this Agreement, it will:

(a) Maintain all items of Collateral consisting of tangible personal property in good condition and repair, and pay and discharge, or cause to be paid and discharged when due, the cost of repairs to or maintenance of the same; and pay or cause to be paid all rent or other charges due on premises where any property is held or may be held.

(b) Maintain, or cause to be maintained, insurance on all assets owned by Debtor against fire and such other hazards, and public liability insurance, in such amounts and with such insurers as may reasonably be satisfactory to Secured Party, and in the case of Debtor's furniture, equipment, fixtures, leasehold improvements, supplies, and other items of tangible Collateral, naming Secured Party as a loss payee. Such insurance shall be non-cancellable except upon thirty (30) days prior written notice to Secured Party. Debtor will furnish to Secured Party such evidence of insurance as Secured Party may require. Unless the Debtor is in default, Secured Party agrees to make available to the Debtor any proceeds of insurance received by it for replacements of Collateral, and to the extent not used, such proceeds shall be applied as a pre-payment under the Promissory Notes.

(c) Pay, or cause to be paid when due, all taxes, assessments and charges or levies imposed upon Debtor, or on any of its property, or which it is required to withhold and pay over, except where contested in good faith by appropriate proceedings and where adequate reserves therefore have been set aside on its books; but Debtor shall pay or cause to be paid all such taxes, assessments,

EXHIBIT C
CORPORATE SECURITY AGREEMENT

LIBER - 489 PAGE 493

THIS SECURITY AGREEMENT is made as of this 20 day of August, 1985 by and between DYKES MANCOTT, INC., a Maryland corporation ("Debtor"), and GARY T. MOTT, CPA, P.A., a Maryland corporation ("Secured Party"), WITNESSETH:

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All presently owned and hereafter acquired accounts receivable, cash, inventory, equipment, furniture, fixtures, leasehold improvements, supplies contract rights, chattel paper, general intangibles, and tangible and intangible assets of all kinds located at, or used in connection with, the Debtor's business at 8201 S. Ritchie Highway, Pasadena, Maryland 21122, at any other location, and all books and records relating to any of the following,

together with the proceeds and products thereof (hereinafter collectively called the "Collateral").

2. The Collateral shall secure the prompt and full payment of a Promissory Note, executed and delivered this date to Secured Party by Debtor in the principal amount of Ten Thousand Six Hundred Fifty Eight Dollars (\$10,658.00).

3. Debtor hereby covenants and agrees that during the term of this Agreement, it will:

(a) Maintain all items of Collateral consisting of tangible personal property in good condition and repair, and pay and discharge, or cause to be paid and discharged when due, the cost of repairs to or maintenance of the same; and pay or cause to be paid all rent or other charges due on premises where any property is held or may be held.

(b) Maintain, or cause to be maintained, insurance on all assets owned by Debtor against fire and such other hazards, and public liability insurance, in such amounts and with such insurers as may reasonably be satisfactory to Secured Party, and in the case of Debtor's furniture, equipment, fixtures, leasehold improvements, supplies, and other items of tangible Collateral, naming Secured Party as a loss payee. Such insurance shall be non-cancellable except upon thirty (30) days prior written notice to Secured Party. Debtor will furnish to Secured Party such evidence of insurance as Secured Party may require. Unless the Debtor is in default, Secured Party agrees to make available to the Debtor any proceeds of insurance received by it for replacements of Collateral, and to the extent not used, such proceeds shall be applied as a pre-payment under the Promissory Notes.

(c) Pay, or cause to be paid when due, all taxes, assessments and charges or levies imposed upon Debtor, or on any of its property, or which it is required to withhold and pay over, except where contested in good faith by appropriate proceedings and where adequate reserves therefore have been set aside on its books; but Debtor shall pay or cause to be paid all such taxes, assessments,

charges or levies forthwith whenever foreclosure on any lien which attaches or security therefore appears imminent.

(d) Maintain, in accordance with generally accepted accounting principles, accurate and complete books and records pertaining to the operation, business and financial condition of Debtor and pertaining to the Collateral, and make available for inspection and copying by duly authorized representatives or agents of Secured Party on reasonable notice and at reasonable times any of Debtor's books and records and when requested to do so, furnish Secured Party with any information regarding Debtor's business affairs and financial condition within a reasonable time after written request therefore.

4. Debtor hereby covenants that, during the term of this Agreement, it will not, without first obtaining the prior written consent of Secured Party:

(a) Enter into any merger, consolidation, reorganization or recapitalization; or sell, transfer, lease or otherwise dispose of any of its assets, except sales to its customers in the ordinary course of business.

(b) Declare or pay any dividends or make any other payments on any of its capital stock.

(c) Issue, grant an option or warrant, or enter into any other contractual arrangement to acquire, purchase, redeem, or retire any of its capital stock.

(d) Mortgage, pledge, grant or permit to exist a security interest in, or lien upon, any of its assets now owned or hereafter acquired which is superior to the lien granted hereunder to Secured Party.

(e) Become liable as guarantor, surety or endorser for any obligation of any person, firm, or corporation (except for endorsement of commercial paper for deposit or collection in the ordinary course of business).

(f) Create any indebtedness other than trade indebtedness incurred in the ordinary and normal course of business.

(g) Make any investment in any other person, firm, partnership or corporation or create any subsidiaries.

(h) Remove any of the tangible Collateral from its principal place of business located at 8201 S. Ritchie Highway, Pasadena, Maryland 21122.

(i) Engage in any transaction outside the usual and ordinary course of its business.

5. There shall be a default ("Event of Default") hereunder in the event that (i) the Debtor shall fail to comply with any of the terms and provisions hereof and such default shall continue for a period of five (5) days from the receipt of written notice thereof by the Debtor from the Secured Party in the case of a payment default, or (ii) upon any Default by the Debtor under the

terms and provisions of the aforesaid Promissory Note, the Purchase Agreement, and any of the other Loan Documents, or upon the termination of the lease between Debtor and Secured Party, a copy of which is attached to the Purchase Agreement as Exhibit D. Upon an Event of Default, Secured Party may, in its sole discretion, exercise from time to time any rights and remedies available to a secured party under the Uniform Commercial Code and other applicable laws. Debtor, upon demand by Secured Party, shall assemble the Collateral and make it available to Secured Party at a place designated by Secured Party which is mutually convenient to both parties. Secured Party or its agents may enter upon Debtor's premises to take possession of the Collateral, to remove it, to render it unusable or to sell or otherwise dispose of it, all without any liability on the part of Secured Party to Debtor. Any written notice of sale, disposition or other intended action by Secured Party with respect to the Collateral required by applicable law shall be deemed reasonable notice if sent to Debtor at its last known address showing on Secured Party's records by regular mail, postage prepaid, at least ten (10) days prior to such sale, disposition or other action. Debtor shall pay on demand all costs and expenses, including, without limitation, reasonable attorney's fees and expenses, incurred by Secured Party in connection with enforcement of this Corporate Security Agreement and in connection with the sale, disposition or other action taken with respect to the Collateral. No delay or omission on the part of Secured Party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Secured Party of any right or remedy shall preclude other or further exercises thereof or the exercise of any other right or remedy.

6. This Security Agreement has been signed and delivered in Maryland pursuant to the Uniform Commercial Code of that State and shall be governed by and construed in accordance with the laws of the State of Maryland. This Security Agreement shall terminate as of the date on which payment in full has been made to Secured Party under the terms of the aforesaid Promissory Note.

ATTEST:

Bernie L. Daniels

DYKES MANCOTT, INC.

BY: George Nyles (SEAL)
President

Debtor

ATTEST:

Bernie L. Daniels

GARY T. MOTT, CPA, P.A.

BY: G. T. Mott (SEAL)
President

Secured Party

PROMISSORY NOTE

August 22, 1985

\$10,658.00

LIBER 489 PAGE 93-C

FOR VALUE RECEIVED, DYKES MANCOTT CORPORATION ("Debtor") agrees to pay to the order of GARY T. MOTT, CPA, P.A. the principal sum of Ten Thousand Six Hundred Fifty Eight Dollars (\$10,658.00), together with interest on the unpaid present services balance at the rate of (21%) per annum accruing from the date of the Note as follows:

1. Four Hundred Dollars (\$400.00) per month, commencing ten (10) days after the date of this Note.
2. Balance of principal and interest payable at time of sale of Dykes Mancott Corporation - no later than October 15, 1985.

All payments of principal shall be made payable to the holder hereof at 650 Ritchie Highway, Severna Park, Maryland 21146, or at such other address as may be designated by the holder hereof.

The Debtor hereby empowers the clerk of any court of record within the United States or elsewhere, upon default and after one or more declarations or complaints filed and accompanied by this written instrument, to confess or enter judgment against him for the then unpaid amount of principal due under this Note with costs of suit and attorneys' fees equal to ten percent (10%) of said unpaid amount of principal, hereby waiving and releasing presentment, demand for payment, protest, notice of non-payment or error, and all rights of exemption, appeal, stay of execution, inquisition and extension upon any levy on real estate or personal property to which the Debtor may be entitled under the laws of any state or territory of the United States now in force or which may be hereafter enacted.

Any notice required to be given to the Debtor shall be deemed to have been sufficiently given if sent to Dykes Mancott Corporation, 8201 S. Ritchie Highway, Pasadena, Maryland 21122.

This Note arises out of the rendering of accounting services (present services \$4826.00 and future services \$5832.00) to the Debtor in Maryland, and is executed in and shall be governed by and construed in accordance with the laws of the State of Maryland. The undersigned agrees that this Note may be enforced by the bringing of an action in Maryland in any court of competent jurisdiction, including any such court located at the place of business of the holder of this Note.

IN WITNESS WHEREOF, this Note has been executed on the day and year first above written under seal, with the intent to make this a sealed instrument.

WITNESS:

Bonnie L. Daniels

George Dykes In order to get my work set
GEORGE DYKES-PRESIDENT (SEAL)

Mailed to Secured Party

258453



FINANCING STATEMENT-UCC-1

00068

Ford Motor Company

This FINANCING STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code.

3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and Address(es)

Bob BELL Ford
7125 Ritchie Highway
GLEN BURNIE MD 21061

2. Secured Party(ies) and Address(es)

Ford Motor Company
300 Renaissance Center
P.O. Box 43316
Detroit, Michigan 48243
Attn: Finance Planning

For Filing Officer (Date, Time, Number and Filing Office)

4. This financing statement covers the following types (or items) of collateral:

COIN FINANCE & INSURANCE SYSTEM Processor and all current and after acquired peripherals, supplies and accessories including but not limited to any printers, modems, tape or disk drives, communication lines, paper, magnetic tapes, ribbons, disk packs or diskettes, cabinets and all proceeds from the sale or other disposition thereof.

RECORD FEE 11.00

POSTAGE #00660 C345 R02 T11:22 .50

SEPT 13 85

AM 11 28

Check if covered: Proceeds of Collateral Products of Collateral covered Number of additional sheets presented:

Filed with:

This instrument prepared by: Ford Motor Company

Bob Bell Ford (Debtor)

By: [Signature] Signature(s) of Debtor(s)

Ford Motor Company (Secured Party)
By: F.O. Robinson Signature(s) of Secured Party(ies)



May 1984 322-242

FILING OFFICER COPY - ALPHABETICAL

Mailed to Secured Party

BC-4303

LIBER - 489 PAGE 495

258454

To Be Recorded In The Land Records
~~And In The Chattel Records Of Anne
Arundel County And Among The Financing
Statement Records of The State
Department Of Assessments and Taxation.~~

Subject To Recording Tax Of \$ ~~3850.00~~
On Principal Amount of \$550,000.00
Which Was Paid To The Clerk
Of The Circuit Court Of Anne Arundel
County Upon The Filing Of A Deed.

FINANCING STATEMENT

1. DEBTOR:

ROUTE 198 ASSOCIATES LIMITED
PARTNERSHIP
7223 Parkway Drive
Dorsey, Maryland 21076

2. SECURED PARTY:

THE FIRST NATIONAL BANK
OF MARYLAND
25 South Charles Street
P.O. Box 1596
Baltimore, Maryland 21203

RECORD FEE 19.00
POSTAGE 50
#06735 0040 R01 11:07

Attention: Commercial Real Estate Div.

SEPT 13 85

3. This Financing Statement covers, and the DEBTOR grants to the SECURED PARTY a security interest in and to, the following:

a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board,

1985 SEP 13 PM

CR
CLERK

E. AUSTIN COLLISON
CLERK

1400

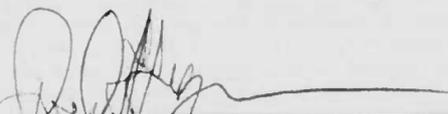
screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
 - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the DEBTOR in consequence of such rights and benefits, including the release, modification, or amendment thereof.
 - e. All mineral rights and mining rights, as well as all minerals, dirt, sand, gravel, pebbles, stones, rocks soil and the like (including oil and gas) which have not been extracted from the below-described real property.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Purchase Money Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the DEBTOR'S right, title and interest in and to all amounts that may be owing at any time and from time to time by the SECURED PARTY to the DEBTOR in any capacity, including but not limited to any balance or share belonging to the DEBTOR of any deposit or other account with the SECURED PARTY.
4. Some of the above-described personal property is to be affixed to the real estate described on Exhibit "A", attached hereto, being those same lots of ground and improvements thereon, described in a Purchase Money Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County from the Debtor to the Trustees named therein for the benefit of the Secured Party. The aforementioned Purchase Money Deed of Trust serves as the security agreement which creates the security interest evidenced by this financing statement. The Debtor is the record owner of the aforementioned real property.

LIBER - 489 PAGE 497

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

**DEBTOR:
ROUTE 198 ASSOCIATES
LIMITED PARTNERSHIP**

By:  (SEAL)
Douglas H. Legum,
General Partner

By:  (SEAL)
Gary I. Goldberg,
General Partner

TO FILING OFFICER: After this Statement has been recorded, please return to:

James M. Smith, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JMS) 4888

4888
R-00.84

EXHIBIT "A"

BEGINNING for the first at a pipe previously set in a ditch at the end of the eighth line of a conveyance from Robert Lee Welsh to Virgil and Jeanne R. Christopher, as described by a deed dated February 21, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH 918, folio 1, and running thence from the beginning point so fixed along the center of said ditch and along the outlines of the whole tract from Thomas C. Welsh to Robert Lee Welsh, as described in a deed dated May 8, 1901 and recorded among the aforesaid Land Records in Liber GW 21, folio 37, as now surveyed North 60 degrees 15 minutes 20 seconds East 218.09 feet; North 57 degrees 01 minutes 30 seconds East 169.33 feet; North 45 degrees 24 minutes 40 seconds East 221.40 feet; North 47 degrees 23 minutes 0 seconds East 197.45 feet; North 68 degrees 18 minutes 0 seconds East 239.33 feet; North 63 degrees 6 minutes 30 seconds East 245.17 feet and North 46 degrees 59 minutes 0 seconds East 167.27 feet to the center of a gum tree; thence leaving said ditch, still along the outline of the whole tract, North 33 degrees 8 minutes 0 seconds East 438.15 feet to a pipe now set; thence leaving the outline aforesaid, and running so as to include a part of the aforesaid conveyance to Robert Lee Welsh, North 72 degrees 0 minutes 0 seconds West 852 feet to a pipe now set on the ninth line of the aforesaid conveyance to Christopher; thence running reversely with said ninth line South 23 degrees 37 minutes 30 seconds West 1564.29 feet to the place of beginning. According to a plat and survey prepared by John W. Boutwell, Jr., Registered Land Surveyor, Annapolis, Maryland. Contains 17.948 acres of land, more or less.

BEGINNING for the second at a stone found at the end of the eighteenth line of a conveyance from Thomas C. Welsh to Robert Lee Welsh, as described in a deed dated May 8, 1901 and recorded among the Land Records of Anne Arundel County, Maryland in Liber GW 21, folio 37; said stone also being the beginning point of a conveyance from Robert Lee Welsh to Lucius Crandell Cate by a deed dated June 21, 1954 and recorded among the aforesaid Land Records in Liber JHH 877, folio 107; and running thence from said beginning point so fixed, and with the outlines of said conveyance to Welsh as now surveyed, South 50 degrees 13 minutes West 529.56 feet to a stone there found, thence South 3 degrees 06 minutes 30 seconds West 874.50 feet to a pipe now set, thence South 80 degrees 06 minutes East 429 feet to a pipe now set; thence South 15 degrees 21 minutes East 973.50 feet to a pipe now set, thence South 0 Degrees 06 minutes East 49.50 feet to a pipe now set, thence South 55 degrees 36 minutes East 273.93 feet to a point in a ditch; thence running with the center of said ditch North 25 degrees 57 minutes East 72.23 feet; North 81 degrees 44 minutes East 82.31 feet; thence leaving the outlines of said conveyance to Welsh and running so as to include a part of said conveyance North 23 degrees 37 minutes 30 seconds East 2520.78 feet to a point in the center of the Old Fort Meade Road; thence with the outlines of said conveyance to Welsh and with the center of said road as now surveyed North 67 degrees 43 minutes West 283.87 feet; North 61 degrees 42 minutes West 165 feet; North 48 degrees 30 minutes West 316.69 feet and North 20 degrees 33 minutes West 171.55 feet to a pipe found on the southerly side of the State Road leading from Laurel to Fort Meade; thence leaving said outlines and running with the southerly line of said road North 66 degrees 41 minutes West 61.14 feet to a pipe at the end of the third line of the aforementioned conveyance to Cate; thence running with the fourth line of said conveyance to Cate South 56 degrees 31 minutes 40 seconds West 975.36 feet to the place of beginning. Containing 74.232 acres of land, according to a survey and plat prepared by Edward Hall III and associates, Registered Land Surveyors, in January, 1955.

BEGINNING for the same at a stone at the end of the eighteenth line of the land described in the deed from Thomas C. Welsh, unmarried, to Robert Lee Welsh and Emory Carroll Welsh, dated May 8, 1901 and recorded among the Land Records of Anne Arundel County in Liber GW 21, folio 37; thence along a portion of said eighteenth line, reversely, North twenty degrees forty-five minutes West one hundred ninety-six and eight one-hundredths feet to a pipe; thence leaving said eighteenth line and running North twenty degrees fifty minutes East six hundred seventy-four and twenty-two one-hundredths feet to a pipe in the southwesterly line of the State Highway leading from Laurel to Fort Meade; thence along said southwesterly line South sixty-nine degrees eleven minutes thirty seconds East six hundred fifty-eight and forty-seven one-hundredths feet to a pipe; thence leaving said southwesterly line and running South fifty-three degrees thirty-four minutes thirty seconds West nine hundred seventy-six and fifty-two one-hundredths feet to the place of beginning.

BEING all that property described in a Deed dated June 18, 1968 and recorded among the Land Records of Anne Arundel County in Liber 2185, folio 580 was granted and conveyed from Lucius C. Cate, et al. unto Route 198 Joint Venture.

BEING also all that property described in a Deed dated June 18, 1968 and recorded as aforesaid in Liber 2185, folio 574 from Lucius Crandall Cate and Marie Anna Cate, his wife unto Route 198 Joint Venture.

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

Identifying File No. _____

(1) To be recorded in Land Records Yes No

(2) DEBTOR(S): Nicholson, Oscar T. Jr.
(Last name(s) first)

(3) MAILING ADDRESS: 509 Melbourne Ave, Parkman Md 20754

(4) SECURED PARTY: Southern States Corp

(5) ADDRESS: 15610 Marlboro Pike Upper Marl Md 20772

(6) MAIL TO: 15610 Marlboro Pike, Upper Marl Md 20772

RECORD FEE 11.00
MORTGAGE .50

(7) TYPES OR ITEMS OF PROPERTY COVERED:

Description of Property	Serial or Identifying No.
model # 4111-43	439016 X17 3543
11 HP 36" Gardentractor	

#00675 0040 R02 T13:31
SEPT 13 85

(8) Description of Real Estate: _____

(9) Check if covered. After-acquired property of the above types is covered.

(10) Check if covered. Proceeds of above collateral are covered.

(11) Check if covered. Products of the above collateral are covered.

(12) If subject to recordation tax, amount of debt initially covered is \$ _____

CR
CLERK

Southern States Corp
(Secured Party)

Oscar T. Nicholson Jr.
(Debtor)

By Mary R Phipps

By Oscar T. Nicholson Jr.

MARY R PHIPPS

Oscar T. Nicholson Jr.

PRINT NAME BELOW SIGNATURE

MARY R PHIPPS is Secured Party

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248141
RECORDED IN LIBER 463 FOLIO 46(ON July 15, 1983 (DATE)

RECORD FEE 11.00
POSTAGE 1.00
#00679 C777 K02 114:20
SEPT 13 85

1. DEBTOR

Name BALDWIN SERVICE CENTER
Address Route 450 at Route 178, Annapolis, Maryland 21401

2. SECURED PARTY

Name JCB INC.
Address 10939 Philadelphia Road, White Marsh, MD 21162

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

85
11/1

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>See Exhibit A. Assignee of Secured Party: C.I.T. Corporation 1301 York Road Lutherville, Maryland 21093</p>	

1985 SEP 13 PM 2:37

E. AUBREY COLLISON
CLERK

Dated 8/15/85

Lawrence A. Carroll
(Signature of Secured Party)

JCB INC.
Type or Print Above Name on Above Line

EXHIBIT A

All inventory consisting of new and used equipment, machines, products, attachments and parts manufactured or sold by JCB or carrying the JCB name or identification mark now or hereafter acquired by the Debtor from JCB and with respect to which the purchase price, finance charges or any related sums shall not have been paid in cash (including all accessions, replacements, additions and substitutions thereto) and all leases, other chattel paper, accounts, contract rights, general intangibles, rentals, and other income related thereto and arising therefrom.

Mailed to: _____

A13560

Q.Q.

258456

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 9/9/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FRANK B. WALSH JR. P.A. ADDRESS 1202 WEST ST. ANNAPOLIS, MD. 21401

RECORD FEE 11.00
POSTAGE .50

2. SECURED PARTY

Name American Equipment Leasing Co., Inc. ADDRESS P.O. Box 1258, 135 S. 5th St., Reading, Pa. 19603

#00699 0777 R02 T14:21
SEPT 13 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RICOH 4085 PHOTO COPIER

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

1985 SEP 13 PM 2:37
E. AUBREY COLLISON
CLERK

11.00
50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Frank B. Walsh, Jr., P.A. Pres.
Frank B. Walsh, Jr.
(Signature of Debtor)

FRANK B. WALSH JR.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

American Equipment Leasing Co., Inc.

Dawn C. McCoy
(Signature of Secured Party)

Dawn C. McCoy, Oper. Coord.
Type or Print Above Signature on Above Line

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 258457

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ exempt

If this statement is to be recorded in land records check here.

This financing statement Dated 6 September 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Physicians Equipment Locator Service, Inc.

Address 2120 Forest Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Holter Monitor Scanner with Recorders Model: Informer Serial # 902285

1150

RECORD FEE 11.00
POSTAGE .50
#06797 C771 R01 T15#06
SEPT 13 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

Physicians Equipment Locator Service, Inc.

BY: [Signature]
(Signature of Debtor)

Edward R. Davidson, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

[Signature]

(Signature of Secured Party)

David S. Proctor, Loan Officer

Type or Print Above Signature on Above Line

CR
CLERK

1985 SEP 13 PM 3:04
E. DAVIDSON

FINANCING STATEMENT - MARYLAND

258460

No: _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code: Werba TV Diagnostic Center, Inc. T/A

DEBTOR: Werba Magnavox Home Entertainment Center

Type Address of Debtor: 7567 Ritchie Highway

Glen Burnie, MD 21061

Filing officer may deliver or mail this Financing Statement after Recording to:

Secured Party: WESTINGHOUSE CREDIT CORPORATION

2000 Oxford Dr., Suite 200A
Bethel Park, PA 15102



RECORD FEE 12.00
POSTAGE .50

#00743 C777 R02 T15:53
SEPT 13 85

Description of collateral covered by original financing statement.
This financing statement covers the following types (or items) of property:

All of the Debtor's inventory, equipment, accounts, contract rights (including but not limited to any purchase and rental agreements), chattel paper, documents and general intangibles, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, substitutions, replacements, parts, additions and accessions, thereto and thereof, and all proceeds (including but not limited to cash, instruments, chattel paper, general intangibles and accounts) and products thereof.

1250

Check if covered: Proceeds of Collateral are also covered

CR CLERK
1985 SEP 13 PM 4:02
E. AUGER / GILLISON

Mailed to Secured Party

The underlying secured transaction or transactions being publicized by this Financing Statement are not wholly or partially subject to the recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland, 1962 suppl., as amended.

DEBTOR
Werba TV Diagnostic Center, Inc. T/A
Werba Magnavox Home Entertainment Center
WERBA TV DIAGNOSTIC CENTER, INC
(TYPE TRADE NAME OF DEBTOR)

SECURED PARTY
WESTINGHOUSE CREDIT CORPORATION
By: [Signature]

✓ (L.S.) David H. Werba Pres

T.E. McCabe, Asst. Reg. Credit Mgr.
(TYPE NAME AND TITLE)

DAVID H. WERBA PRES
(TYPE NAME AND TITLE)



FINANCING STATEMENT - MARYLAND

No: 258461

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

DEBTOR: RV's Unlimited, Inc.

Type Address of Debtor: 6748A Dorsey Rd., Route 176

Baltimore, MD 21227

Filing officer may deliver or mail this Financing Statement after Recording to:

Secured Party: WESTINGHOUSE CREDIT CORPORATION
2000 Oxford Dr., Suite 200A
Bethel Park, PA 15102

RECORD FEE 11.00
POSTAGE .50
#00745 C777 R02 115:52
SEPT 13 85

Description of collateral covered by original financing statement.
This financing statement covers the following types (or items) of property:

All of the Debtor's inventory, equipment, accounts, contract rights (including but not limited to any purchase and rental agreements), chattel paper, documents and general intangibles, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, substitutions, replacements, parts, additions and accessions, thereto and thereof, and all proceeds (including but not limited to cash, instruments, chattel paper, general intangibles and accounts) and products thereof.

Check if covered: Proceeds of Collateral are also covered

1/80
OS/1

CR CLERK
1985 SEP 13 PM 4:02
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

The underlying secured transaction or transactions being publicized by this Financing Statement are not wholly or partially subject to the recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland, 1962 suppl., as amended.

DEBTOR

SECURED PARTY

RV's Unlimited, Inc.
(TYPE TRADE NAME OF DEBTOR)

WESTINGHOUSE CREDIT CORPORATION

By: [Signature]

(L. S.) [Signature]

T. E. McCabe, Asst. Reg. Credit Mgr.
(TYPE NAME AND TITLE)

Robert A. Smoot, President
(TYPE NAME AND TITLE)

258462

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Colonial Apothecary, Inc.

Address 4513 Mountain Road, Pasadena, MD 21122

2. SECURED PARTY

Name Loewy Drug Company, Inc.

Address 6801 Quad Avenue, Baltimore, MD 21237

J. J. Yurko, Credit Manager (Same address as above Secured Party)
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
POSTAGE .50
#00747 0777 R02 115:53
SEPT 13 85

DEBTOR HEREBY GRANTS TO SECURED PARTY A SECURITY INTEREST IN THE PROPERTY LISTED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

1/50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Glenn W. Nash
(Signature of Debtor)

Glenn W. Nash, President
Type or Print Above Signature on Above Line

Lee Ahlstrom
(Signature of Debtor)

Lee Ahlstrom, Secretary
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Name on Above Line



RECORDED
BALTIMORE COUNTY

1985 SEP 13 PM 4:02

E. AUSTIN COLLISON
CLERK



UNIFORM COMMERCIAL CODE
FINANCING STATEMENT INFORMATION

Debtor:
Colonial Apothecary, Inc.
4513 Mountain Road
Pasadena, MD 21122

Secured Party:
Loewy Drug Company, Inc.
6801 Quad Avenue
Baltimore, MD 21237

This Financing Statement covers the following types or items of property:

Equipment and Fixtures — All of Debtor's equipment and fixtures, including but not limited to all machinery, furniture, furnishings, cabinets, refrigerators, cash registers, computer equipment and accessories, floor, wall and counter fixtures, display counters and partitions, and all replacement parts and attachments therefor and all installations, apparatus, appliances, accessories and facilities used in connection therewith, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including insurance claim proceeds.

Inventory — All of Debtor's inventory, including but not limited to all items of stock in trade, drugs, pharmaceuticals, patent medicines, medical equipment (including without limitation orthopedic appliances, wheelchairs, beds and other health care furniture and apparatus), toiletries, novelties, toys, stationery and all other products and goods held for sale or lease, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including returned and repossessed items and insurance claim proceeds, and all documents covering inventory.

Accounts, Chattel Paper and General Intangibles — All of Debtor's accounts, contract rights and chattel paper ("Accounts Receivable"), presently existing and hereafter arising, including but not limited to all sums due from third party reimbursement companies, agencies or governmental departments, the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Accounts Receivable, and the proceeds thereof; and all of Debtor's general intangibles, of whatsoever kind or nature, including but not limited to prescription files, customer lists, books, records, files, computer programs and information (including software, discs, tapes, codes and print-outs), trademarks, tradenames, licenses, tax refunds, telephone numbers and listings, claims, contracts, agreements, insurance agreements and proceeds, rights and leases, and all other items of like type and kind, presently existing and hereafter arising or acquired, and all proceeds thereof.

Exhibit "A"



Mailed to Secured Party

2013183DES

FINANCING (CHATTEL) RECORDS - Anne Arundel COUNTY, MARYLAND

Not subject to Recordation Tax
Principal amount of debt secured is:
\$ 110,000.00

FINANCING STATEMENT

- | | |
|---|---|
| 1. Debtor: | Address: |
| <u>Arlington Custom Homes, Inc.</u> | <u>772 Oak Stump Drive</u>
<u>Millersville, Maryland</u>
<u>21108</u> |
| 2. Secured Party: | Address: |
| FIRST AMERICAN BANK OF MARYLAND | 8701 Georgia Avenue
Silver Spring, Maryland 20910 |
| 3. Trustees: | Address: |
| <u>Mary C. Martin</u>
<u>William E. Thompson</u> | 8701 Georgia Avenue
Silver Spring, Maryland 20910 |

4. THIS FINANCING STATEMENT COVERS:

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owned by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

CR
CLERK

6:45 AM
9:45 AM

11:00 AM
1:00 PM
3:00 PM
5:00 PM
7:00 PM
9:00 PM

11.00
50
0345 R01 TOP:32
SEPT 16 85

11.00
50

7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

Arlington Custom Homes, INC.

By: Nancy J. Kelle (SEAL)
President

SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

By: T. Ramon
AGENT
(Title)

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

First American Bank of Maryland
8701 Georgia Avenue
Silver Spring, Maryland 20910
Attention: _____

EXHIBIT A
~~SCHEDULE XX~~

BEING KNOWN AND DESIGNATED as Lot No. 52, as shown on the Plat entitled "HOLLYBERRY WOODS, PLAT 1", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 67, folio 1.

Mailed to Secured Party

RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

FINANCING STATEMENT

(To Be Used Where The Collateral Is Fixtures)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: BOCA CONSTRUCTION, INC. (Name or Names—Last Name First) 2 Evergreen Road, Severna Park, Maryland 21146 (Address)

2. SECURED PARTY: Eastern Savings Association (Name or Names) 33 E. Padonia Road, Timonium, Maryland 21093 (Address)

3. ASSIGNEE (If any) OF SECURED PARTY: (Name or Names) (Address)

4. This Financing Statement covers the following types (or items) of property:

SEE EXHIBIT "B"

RECORD FEE .13 RECORD FEE 12.87 POSTAGE .50 0345 R01 TOP:34 SEPT 16 85

5. The land upon which the above described collateral is or is to be located is described as follows:

SEE EXHIBIT "A"

CR CLERK 1985 SEP 16 AM 9:49

(If additional sheets are attached hereto, state number thereof: 2)

6. Proceeds of collateral are covered hereunder: YES [X] NO [] 7. This transaction (is) [X] exempt from the Recordation Tax.

8. The principal amount of the debt initially incurred is: \$ 110,000.00 of which \$26,800.00 purchase money, balance \$83,200.00, Stamps 581.00 paid to Clerk of the Circuit Court of Anne Arundel County, Maryland

9. Filed with:

10. RETURN TO:

Dated this 22nd day of August, 19 85

DEBTOR:

BOCA Construction, Inc.

By:

[Signature] President (Title)

FOR FILING OFFICER USE

File No. Date and Hour of Filing Record Reference

UCC-1

1300 50

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot No. 54R, as shown on the Plat entitled 'Hollyberry Woods Addition', which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 84, folio 35.

a. The interest of Debtor in all building materials and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any, of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and the Secured Party.

b. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with, (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property.

c. The interest of the Debtor in all payments or prepaid premiums, from all casualty insurance policies covering the property (subject to the terms of the loan agreement).

d. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party.

.. Mailed to Secured Party

RECORD AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

FINANCING STATEMENT

(To Be Used Where The Collateral Is Fixtures)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Boca Construction, Inc. (Name or Names—Last Name First) 2 Evergreen Road, Severna Park, Maryland 21146 (Address)

2. SECURED PARTY: Eastern Savings Association (Name or Names) 30 East Padonia Road, Timonium, Maryland 21093 (Address)

3. ASSIGNEE (If any) OF SECURED PARTY: (Name or Names) (Address)

4. This Financing Statement covers the following types (or items) of property:

SEE EXHIBIT "B"



RECORD FEE 13.00 POSTAGE 50 80654 0345 001 107:36 SEPT 16 85

5. The land upon which the above described collateral is or is to be located is described as follows:

SEE EXHIBIT "A"

(If additional sheets are attached hereto, state number thereof: two)

6. Proceeds of collateral are covered hereunder: YES [X] NO [] 7. This transaction (is) (is not) exempt from the Recordation Tax.

8. The principal amount of the debt initially incurred is: \$364,500.00 of which \$84,000.00 purchase money balance \$280,500.00. Stamps \$1,963.50 paid to Clerk of the Circuit Court of Anne Arundel County, Maryland.

9. Filed with: 10. RETURN TO: David C. Daneker, Semmes, Bowen & Semmes, 10 Light Street, Suite 1100 Baltimore, Maryland 21202

Dated this 30th day of July, 1985

DEBTOR: By: Thomas M. Carolan President (Title)

SECURED PARTY: By: David C. Daneker, Vice President (Title)

FOR FILING OFFICER USE File No. Date and Hour of Filing Record Reference

UCC-1

1348

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lots No. 22, 24 and 25, as shown on the Plat entitled "Plat 2 of 2, Seton Woods", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 70, folio 13.

a. The interest of Debtor in ~~LIBER~~ building materials and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any, of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and the Secured Party.

b. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with, (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property.

c. The interest of the Debtor in all payments or prepaid premiums, from all casualty insurance policies covering the property (subject to the terms of the loan agreement).

d. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party.

Mailed to Secured Party

Debtor or Assignor Form

258466

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 10,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Harry G. Jones</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<u>Gilbert G. Jones</u>	Attn: <u>Richard Shenos</u>
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
<u>2056 West Street</u>	<u>83 Forest Plaza</u>
<small>(Address)</small>	<small>(Address)</small>
<u>Annapolis, Md. 21401</u>	<u>Annapolis, Maryland 21401</u>

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

one #44 Ammco Alionment set, one #67403 Blackhawk Jack,
one #40-40 Coats Tire Changer, one 1001 Coats Wheet Balancer

RECORD FEE 12.00
 RECORD TAX 70.00
 POSTAGE .50
 400768 C777 R02 109:43
 SEPT 16 85

1200
7000
7050

CR
CLERK

NEW MARYLAND COUNTY
 1985 SEP 16 AM 9:52
 E. AUGHEY COLLISON
 CLERK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<u>Harry G. Jones</u> (Seal)	<u>Gilbert G. Jones</u> (Seal)
<small>(Signature)</small>	<small>(Signature)</small>
<u>Harry G. Jones</u>	<u>Gilbert G. Jones</u>
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

Mailed to Secured Party

FINANCING STATEMENT
X-3046-92 03/80

FILE NO. _____ RECORD REFERENCE _____ FILE DATE _____
The underlying secured transaction is not subject to the recordation tax imposed by Art. 81, Sec. 277 and 278, Ann. Code of Maryland.

1. BEAUTIFUL BEGINNINGS, INC. 4445 Mountain Road
Pasadena, Maryland 21122

3. NAME AND ADDRESS OF SECURED PARTY:

NCR CORPORATION
DAYTON, OHIO 45479

RECORD FEE
POSTAGE
#00776 0777

11.00
50
R02 T10:22
SEPT 16 85

4. This financing statement covers the following types (or items) of property:
NCR Electronic Data Processing Equipment & Business Machines, including without limitation, Computers, Computer
Peripherals, Retail & Financial Terminals, Electronic Cash Registers, and Electronic Data Entry and Accounting Equipment.

"NOT SUBJECT TO RECORDATION TAXES" PROPERTY BECOMES POSSESSION OF DEBTOR"

FOR USE AT:

NCR CORPORATION

By Dana Howell
Secured Party

Lynn Farrell
By _____ Debtor
Title _____

TERMINATION STATEMENT

This statement of termination of financing is presented for filing pursuant to the Uniform Commercial Code. The Secured
Party certifies that it no longer claims a security interest under the financing statement bearing the file number and Record
Reference shown above.

NCR CORPORATION

Dated _____ 19 ____

By _____

- (1) FILING OFFICER - RETURN THIS COPY TO SECURED PARTY
- (2) FILING COPY
- (3) CUSTOMER COPY

1100

CR
CLERK

1985 SEP 16 AM 10:38

SEP 4 1985

Mailed to Secured Party

489-521
-522
-523
-524
-525

NOS NOT USED
SIB LAND

9-16-85

489-521
-522
-523
-524
-525

NOS NOT USED
S/B LAND

9-16-85

489-521
-522
-523
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NOS NOT USED
S/B LAND

9-16-85

489-521
-522
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NOS NOT USED
S/B LAND

9-16-85

489-521
-522
-523
-524
-525

NOS NOT USED
S/B LAND

9-16-85

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

LIBER - 489 PAGE 526

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 246651 recorded in Liber 460, Folio 134 on March 24, 1983 (date).

1. DEBTOR(S):

Name(s): Business Systems Management, Inc.
T/A Entre Computer
Address(es): 2134B Generals Highway
Annapolis, Maryland 21401

2. SECURED PARTY:

Name: Equitable Bank, National Association
Address: 100 South Charles Street
Baltimore, Maryland 21201

RECORD FEE 10.00
POSTAGE 50
#00781 C777 R02 J10:26
SEPT 16 85

Person and Address to whom Statement is to be returned if different from above.
ATTN: Sandra J. Ford

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. [] CONTINUATION. The original Financing Statement referred to above is still effective.
4. [X] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. [] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. [] AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. [] RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8.

1052

1005 SEP 16 AM 10:30
BL CLERK

9. DEBTOR:

Business Systems Management, Inc.
T/A Entre Computer

SECURED PARTY:

EQUITABLE BANK, National Association

By: [Signature]

Truman E. Ambrose, Assistant Vice President
(Type Name and Title)

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
(To Be Recorded Among The Financing Statement Records)

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

246651

1. NAMES AND ADDRESSES OF DEBTOR:

Business Systems Management, Inc.
trading as
Entre Computer Center

(Principal Place of Business) Route 2,
2134B Generals Highway Box 115 Winterseat
Annapolis, Maryland 21401 Hollywood, Maryland 20636

2. NAME AND ADDRESS OF SECURED PARTY:

Equitable Bank, National Association
100 South Charles Street
Baltimore, Maryland 21230
Attn: Donald D. Howard
Second Vice President

RECORD FEE 12.00
POSTAGE .50
#08767 C040 R01 T14:5
MAR 24 8.

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. All inventory, raw materials, work in process and supplies, now owned and hereafter acquired, and all products and proceeds thereof (both cash and non-cash).

B. All equipment and machinery, excluding licensed business automotive, but including power-driven machinery and equipment, fixtures and furniture, now owned and hereafter acquired, together with all replacements thereof, all attachments, accessories, parts and tools belonging thereto or for use in connection therewith and all products and proceeds thereof (both cash and non-cash). All or a portion of the property described above is affixed or to be affixed to the real property known as 2134B Generals Highway, Three Mile Oak Shopping Center, Annapolis, Maryland 21401, the record owners of which real property are Three Mile Oak Limited Partnership and Carville B. Hopkins, and which real property is referenced in (a) a Deed recorded among the Land Records of Anne Arundel County, Maryland on October 13, 1976, in Liber 2899, Page 609 and (b) a Limited Partnership Agreement and Certificate dated February 15, 1981 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 15, Page 504.

C. All accounts receivable now outstanding and hereafter arising and all products and proceeds thereof (both cash and non-cash).

D. All contract rights now in force and hereafter acquired and all products and proceeds thereof (both cash and non-cash).

4. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts,

1983 MAR 24 PM 3:12

1 of 2



12.00

chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

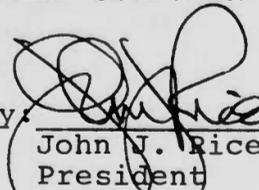
5. The Debtor certifies that the underlying transaction is exempt from Maryland Recordation Tax.

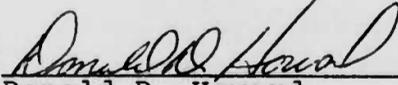
Debtor

Secured Party

BUSINESS SYSTEMS MANAGEMENT, INC.
trading as
ENTRE COMPUTER CENTER

EQUITABLE BANK, NATIONAL
ASSOCIATION

By:  (SEAL)
John N. Rice, Jr.,
President

By:  (SEAL)
Donald D. Howard,
Second Vice President

Mr. Clerk: Please return to: Shaun F. Carrick, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

 Mailed to: _____

Mailed to Secured Party

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: J & S Auto Parts, Inc.
(Name or Names—Last Name First)
500 Mountain Road, Pasadena, Maryland 21122
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

Pettibone Model 8-04 S/N 1860 Car Lift

Equiped with GM-353 Diesel Engine, Allison Power Shift Transmission

RECORD FEE 11.00
POSTAGE .50

#00782 C777 R02 T10:26
SEPT 16 85

1108
50

- 4. Proceeds of collateral are covered hereunder: YES NO
- 5. Products of collateral are covered hereunder: YES NO
- 6. This transaction (is) (is not) exempt from the Recordation Tax.
- 7. The principal amount of the debt initially incurred is: \$14,500.00

8. Filed with: Clerk of The Circuit Court for Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 30th day of August, 19 85

DEBTOR: J and S Auto Parts, Inc.
Samuel J. Pannuty, President
Patricia A. Pannuty, Sec. Treas.

SECURED PARTY:
THE BANK OF GLEN BURNIE
Norman E. Botts (Title)
Vice President and Cashier

SEP 16 AM 10:39
CLERK

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

Mailed to Secured Party

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248408

RECORDED IN LIBER 484 FOLIO 264 ON Aug. 2 '83 (DATE)

1. DEBTOR

Name Petro, Paul D.
Address 6117 Owings Beah Rd., Deale, MD 20751

RECORD FEE 10.00
POSTAGE 50
#00783 0777 R02 T10:27
SEPT 16 85

2. SECURED PARTY

Name John Deere Company
Address PO Box 4949, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

10.00
1050

1985 SEP 16 AM 10:40
E. ADRIAN COLLISON
CLERK
BL
CLERK

JOHN DEERE COMPANY

Dated 11 Sept. 1985

Charles J. Doyle
(Signature of Secured Party)

Charles J. Doyle, Mgr. Financial Services
Type or Print Above Name on Above Line

Mailed to Secured Party

258469

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 8/29/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE 50
ROUTE 5 CT77 R02 J10:22
SEPT 16 85

1. DEBTOR

Name ROBERTSON: John T.
Address 428 Hollybush Road, Rosemont, PA 19010

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1979 30' Sea Ray Fiberglass Hull #SERF23600579-3005DB634

1979 255 HP Twin Mercruiser Gas Engines #5393453, 5393655

First Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

1100
50

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John T. Robertson
(Signature of Debtor)

John T. Robertson
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] AGENT
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

CR
CLERK

1985 SEP 16 AM 10:40
E. ADAMS COLLISON
CLERK

Mailed to Secured Party. Home Credit Co
9-10-85

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 7,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Robert W. Moreau
(Name)
 107 Homeland Road
(Address)
 Pasadena, Maryland 21122

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Gail Zickafoose
(Name of Loan Officer)
 83 Forest Plaza
(Address)
 Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

see attachment B

RECORD FEE 11.00
 RECORD TAX 49.00
 POSTAGE 50
 #00786 C777 R02 T10:31
 SEPT 16 85

1100
49.50

1985 SEP 16 AM 10:40
 E. AUBREY J. JOLLISSON
 CLERK
 CR
 CLERK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

(Seal)

Robert W. Moreau (Seal)
(Signature)

Robert W. Moreau
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)

(Signature)

(Print or Type Name)

ATTACHMENT B

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Assets; (3) any of Borrower's assets in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

Mailed to Secured Party

A.A. COUNTY

LIBER - 489 PAGE 535

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. -- FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250372

RECORDED IN LIBER 469 FOLIO 184 ON January 9, 1984 (DATE)

1. DEBTOR

Name Little Eva, Inc.

Address 8700 Ft. Smallwood Rd. Pasadena, Md. 21122

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION

Address 1900 SULPHUR SPRING ROAD

BALTIMORE MARYLAND 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50
#00798 0777
SEP 13 11:52

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment
(Indicate whether amendment, termination, etc.)

Please amend name and address to read:

Little Eva Home Entertainment, Inc.
8461 Ft. Smallwood Road
Pasadena, Md. 21122

10 00
50

BL
CLERK

Mailed to Secured Party

Date 9/9/85

X Michael P Sakowski
Michael P Sakowski, President

Paul Wohkittel
(Signature of Secured Party)
Paul Wohkittel, Asst. Branch Mgr.
Type or Print Above Name in Above Line

258470

LIBER - 489 PAGE 536

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Scientific Leasing Inc. 790 Farmington Avenue Farmington, CT 06032	2. Secured Party(ies) and address(es) The Connecticut Bank and Trust Company, N.A. 893 Main Street Manchester, CT 06040	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE 1.50 000800 CT77 R02 11:55 SEPT 18 85

7. This financing statement covers the following types (or items) of property:

Lease No. 7487, Schedule 03, dated 2/2/83, and equipment, rentals, purchase option payments, and other sums payable thereunder. Equipment location: North Arundel Hospital, 301 Hospital Drive, Glen Burnie, MD 21061. Equipment: Hewlett Packard Central Station. See Attachment for complete listing.

FILED WITH: Clerk of Circuit Court, Anne Arundel County, Annapolis, MS 21401

NOT SUBJECT TO RECORDATION TAX

Products of Collateral are also covered.

Whichever is
Applicable
(See Instruction
Number 9)

SCIENTIFIC LEASING INC.
J. Bryant Thomas, VP.
Signature(s) of Debtor (Or Assignor)

THE CONNECTICUT BANK AND
TRUST COMPANY, N.A.
R. P. Greene
Signature(s) of Secured Party (Or Assignee)

Filing Officer Copy - Alphabetical
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Rev. Jan. 1980

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101



Mailed to Secured Party

ATTACHMENT A
to
EQUIPMENT LEASE NO. 7487, SCHEDULE 03
dated: September 28, 1984

<u>Quantity</u>	<u>Catalog No.</u>	<u>Description</u>
1		Hewlett Packard CCU Monitoring System consisting of:
9	78532A	Monitor/terminal includes ECG, 2 Press, 1 and 8 hour trends
8	78915A	Wall mount for 78534A
2	78000A1	Mounting Hardware
1	78553A	Pressure plug-in module 244A04456
2	78510B	Display Unit 2409A04348, 2409A04347
2	78511B	Equipment cabinet mainframe 2443A03478, 2443A03479
1	78572B	Dual Channel Recorder 2503A00697
1	78571B	Single Channel Recorder 2503A02208
1	78599A1	Cabling Installation Kits
1	78581A	System Communications Controller 2228A01139
1		Defibulator 2303A51329

78532A Monitor/terminal—Serial numbers: 2446A00904, 2446A02471, 2446A02514,
2446A02513, 2446A02512, 2446A02509,
2446A02507, 2412A00166, 2417A00480.

Mailed to Secured Party

LIBER - 489 PAGE 538

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Lessee The North Arundel Hospital Association, Inc. 301 Hospital Drive Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Lessor Scientific Leasing Inc. 790 Farmington Avenue Farmington, CT 06032	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 #00801 0777 R02 111:56 SEPT 16 85

7. This statement refers to original Financing Statement No. See attached copy of original filing filed (date) 6/17/85 with Anne Arundel Cnty, MD

8. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
 F. Other 257073 486/220

Master Lease No. 7487, Schedule 03
ASSIGNED TO: The Connecticut Bank & Trust Company, N.A., 893 Main Street
Manchester, CT 06040
FILED WITH: Clerk of the Circuit Court, Anne Arundel County, Annapolis, MD 21401

THE NORTH ARUNDEL HOSPITAL ASSOCIATION, INC. SCIENTIFIC LEASING INC.

By By [Signature] V.P.
Signature(s) of Debtor(s) (only on amendment) Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

Mailed to Secured Party

LIBER - 489 PAGE 539

258472

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Scientific Leasing Inc. 790 Farmington Avenue Farmington, CT 06032	2. Secured Party(ies) and address(es) The Connecticut Bank and Trust Company, N.A. 893 Main Street Manchester, CT 06040	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE 1.50 #00802 C777 R02 11:56 SEPT 16 83

7. This financing statement covers the following types (or items) of property:
 Lease No. 7487, Schedule 04, dated 2/2/83, and equipment, rentals, purchase option payments, and other sums payable thereunder. Equipment location: North Arundel Hospital, 301 Hospital Drive, Glen Burnie, MD 21061. Equipment: Hewlett Packard Medical ICU Monitoring Unit. See Attachment for complete listing.

FILED WITH: Clerk Of Circuit Court, Anne Arundel County, Annapolis, MD

NOT SUBJECT TO RECORDATION TAX



1983 SEP 16 PM 11:56
 11.00
 .50

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	SCIENTIFIC LEASING INC.	THE CONNECTICUT BANK AND TRUST COMPANY, N.A.
	<i>[Signature]</i> Signature(s) of Debtor (Or Assignor)	<i>[Signature]</i> Signature(s) of Secured Party (Or Assignee)

Mailed to Secured Party

ATTACHMENT A
to
EQUIPMENT LEASE NO. 7487, SCHE .E 04
dated: September 28, 1984

LIBER - 489 PAGE 540

<u>Quantity</u>	<u>Catalog No.</u>	<u>Description</u>
1		Hewlett Packard Medical ICU Monitoring Unit consisting of:
7	78534B	Comprehensive Monitor/Terminal with ECG, Respiration, Temperature, Pressure and 3 plug-in module slots
7	78553A	Pressure plug-in module
7	78915A	Wall Mount for 78534A
2	78000A1	Mounting Hardware installation kits
1	78510B	Display Unit 2409A04352
1	78511B	Equipment Cabinet Mainframe 2443A03516
1	78571B	Single Channel Recorder 2503A02197
1	78599A1	Cabling Installation Kits
1		Defibulator 2303A00925
1		Dual Channel Recorder 2503A00700

78534B Comprehensive Monitor/Terminal--Serial numbers:
2504A01992, 2504A001990, 2504A01981, 2504A01979,
2403A02401, 2403A02402, 2403A02403.

78553A Pressure--Serial numbers: 2351A02227,
2351A02228, 2351A02229, 2442A04504, 2442A04503,
2442A04502, 2442A04501

LIBER - 489 PAGE 541

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Lessee The North Arundel Hospital Association, Inc. 301 Hospital Drive Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Lessor Scientific Leasing Inc. 790 Farmington Avenue Farmington, CT 06032	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE 50 #00003 0777 NO2 11:57 SEPT 16 85

7. This statement refers to original Financing Statement No. See attached copy of original filed (Date) 6/17/85 with Anne Arundel Cnty, MD

8. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
 F. Other

257074 486/221

Master Lease No. 7487, Schedule 04
ASSIGNED TO: The Connecticut Bank & Trust Company, N.A., 893 Main Street
Manchester, CT 06040
FILED WITH: Clerk of Circuit Court, Anne Arundel County, Annapolis, MD 22401

THE NORTH ARUNDEL HOSPITAL ASSOCIATION, INC. SCIENTIFIC LEASING INC.

By By Bryant Johnson, Jr.
Signature(s) of Debtor(s) (only on amendment) Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical
Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

1985 SEP 16 PM 12:00
10.00

Mailed to Secured Party

3-104677A

258474

LIBER - 489 PAGE 542

TO BE } RECORDED IN LAND RECORDS
 NOT TO BE }

SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
 NOT SUBJECT TO }

FINANCING STATEMENT

Baltimore Motel Joint Venture, c/o Servico, Inc.

1. Debtor(s):

Name or Names—Print or Type
 1601 Belvedere Road West Palm Beach Florida 33406
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

The Bank of New York (Delaware)
 Name or Names—Print or Type
 1105 N. Market St., Wilmington Delaware 19801
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See schedule B attached hereto and made a part hereof.

4. If above described personal property is to be affixed to real property, describe real property.

See Schedule A attached hereto and made a part hereof.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

RECORD FEE 15.00
 POSTAGE 5.00
 706917 0345 R01 114:27
 SEPT 16 85

Debtor(s):
 Baltimore Motel Joint Venture
 KATHA PAGES LLC
 By Donald P. Perry, Jr.
 (Signature of Debtor)

SECURED PARTY:
 The Bank of New York (Delaware)
 (Company, if applicable)

BY: Baltimore Motel Joint Venture
 WJB Limited Partnership
 by _____
 (Signature of Debtor)

 (Signature of Secured Party)

 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address
 Loan Dept. Room 111

1985 SEP 16 PM 2:29
 CR CLERK
 E. AURNEY COLLISON
 CLERK

SCHEDULE A

Beginning in the bed of Nursery Road at the beginning of the S 64 degrees 30' 10" E 458.33 foot line of the land as shown on the plat titled "Airport Assoc., Nursery Road Bldg. Site" as recorded among the Land Records of Anne Arundel County in Liber E.A.C. 3697, Page 659, running thence binding on said line and continuing to bind on the outlines of Lot 1 as shown on said plat, three courses: (1) S 64 degrees 30' 10" E 458.33 feet, (2) S 64 degrees 52' 30" E 300.02 feet, and (3) S 25 degrees 08' 00" W 527.71 feet, thence binding on the southwest line of said Lot 1 and continuing said line, (4) N 64 degrees 52' 00" W 741.35 feet to the southeast side of said Nursery Road, thence binding thereon, (5) N 25 degrees 12' 20" E 200.00 feet, thence (6) N 64 degrees 52' 00" W 16.78 feet to a point in said Nursery Road as shown on said Plat, thence binding therein (7) N 25 degrees 03' 13" E 330.58 feet to the place of beginning.

Containing 9.1213 acres of land.

TOGETHER with and subject to the use in common with others entitled thereto of a 60 foot wide Access Easement running from Nursery Road southeasterly along Lot 1 to Lot 2, as more particularly shown on the aforesaid plat of Airport Assoc., Nursery Road Building Site.

SCHEDULE B

All fixtures, fittings, appliances, equipment, apparatus, machinery, building materials, inventory, furniture, and all other property real and personal and renewals, replacements and additions thereto, other than those owned by occupying lessees other than the Debtor now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the use, occupancy or operation of the premises described in Schedule A hereto (the "Premises") or the improvements to be constructed thereon. All such property and fixtures shall be deemed to be part of the Premises;

Any and all utility and municipal deposits, condemnation awards, insurance proceeds and unearned insurance premiums derived from or in connection with the Premises and the good will and trade name of said property;

All allocations and permits for water and sewer connections and any and all rights to the same which are available for use on the Premises;

All licenses and permits pertaining to the Premises; and

All leases pertaining to the Premises or any part thereof now or hereafter entered into and all right, title and interests of the Debtor thereunder including, without limitation, (i) any cash or securities deposited under any such lease to secure performance by the lessees of their obligations thereunder and (ii) the right upon the happening of an event of default under the terms of the mortgage on the Premises made by Debtor to the Secured Party to receive and collect the rents thereunder.

Mailed to Secured Party

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

258475

Not to be recorded in Land Records LIBER - 489 PAGE 545

Not subject to Recordation Tax

FINANCING STATEMENT

1. Debtor:

Maryland Environmental Service
(the "Service")

Address:

2020 Industrial Drive
Annapolis, Maryland 21401

RECORD FEE 11.00
POSTAGE .50
#06926 CO40 R01 T15:13
SEPT 16 85

2. Secured Party:

Equitable Bank, N.A., as Trustee (the "Trustee")
under an Indenture of Trust dated as of September 11,
1985 (the "Indenture") by and between the Service and
the Trustee of the Service's \$6,100,000 Solid Waste
Disposal Facilities Bonds (Prince George's County
Methane Recovery Facility Project) Series 1985 (the
"Bonds").

CR
CLERK

Address:

100 S. Charles Street
Baltimore, Maryland 21201

3. This Financing Statement covers the Pledged Revenues
of the Service, pledged and assigned to the Trustee as
such Pledged Revenues are defined in the Indenture.
The Service has made the pledge and assignment
pursuant to the authority and direction of the
Indenture to secure payment of the principal of,
redemption premium, if any, on and interest on the
Bonds.

Pledged Revenues as defined in the Indenture consist
of (i) the payments to the Service required of Prince
George's County under the Sublease (defined in the
Indenture) except payments to the Service in respect
of Administrative Expenses (defined in the Indenture)
or indemnification of the Service, (ii) all investment
earnings on moneys and securities in funds and
accounts held by the Trustee under the Indenture, and

1985 SEP 16 PM 3:13
E. AUGUST COLLISON
CLERK

11.8 RC

LIDER - 489 PAGE 546

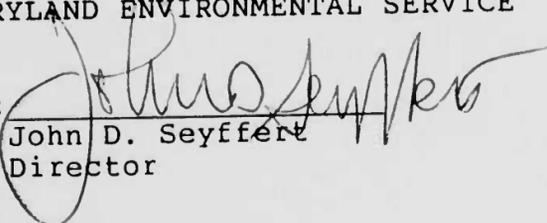
(iii) any other revenues or moneys of the Service available for the payment of the principal of and the interest on the Bonds under the Indenture.

4. Proceeds of collateral are covered hereunder.

Debtor:

MARYLAND ENVIRONMENTAL SERVICE

By:


John D. Seyffert
Director

To the Filing Officer: After this statement has been recorded, please mail the same to: Carol A. Seydel c/o Jefferson L. Mitchell, Esq., at 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

Mailed to Secured Party

-2-

3673p:08/15/85
8568-14

LIBER - 489 PAGE 547

258476

RECORD FEE 11.00
RECORD TAX 3181.50
POSTAGE .50
#06994 0237 R01 TOP:29
SEPT 17 85

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Alco Gravure, Inc. 50 Essex Street Rochelle Park, NJ 07662		2 Secured Party(ies) and address(es) Sears, Roebuck and Co. Sears Tower Attn: Vice President and Controller Chicago, IL 60684	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
---	--	--	--

4 This financing statement covers the following types (or items) of property:
All machinery, equipment, furnishings and fixtures described on Exhibit A attached hereto, and all substitutions, replacements, components and parts thereof, together with all proceeds, including insurance proceeds, thereof, and located at Alco Gravure, Inc., 701 Baltimore & Annapolis Blvd., Glen Burnie, Maryland 21061-3242 or wherever subsequently located. Indebtedness: \$454,682

ASSIGNEE OF SECURED PARTY

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented: 1

Filed with:

ALCO GRAVURE, INC. By: <i>[Signature]</i> Title: Signature(s) of Debtor(s) President (STANDARD)	SEARS ROEBUCK AND CO. By: <i>[Signature]</i> Title: Signature of Secured Party National Manager, Advertising Production
---	---

(1) FILING OFFICER COPY - ALPHABETICAL UCC-1 Modern Life Forms CHICAGO

FILING FEE \$ _____
Please Return To:
Illinois Code Company
P.O. Box 2969
Springfield, Illinois 62708
THANK YOU

[Handwritten mark]

11.00
3181.50
.50

CR
CLERK

1985 SEP 17 AM 9:31
E AUGUST COLLISON
CLERK

Equipment located at Alco's Glen Burnie, Maryland Facility

Number of
Items of
Equipment

Equipment

THREE SIDE TRIMMERS

One

Muller-Martini rotary three-knife trimmer
model 311 with #269 Refeed with 90° curve

One

Trim Removal System

Mailed to Secured Party

258477

FINANCING STATEMENT

Name of Debtor: ROOSTER WOODCRAFT INC.

Address: BUILDING B, 131 GIBRALTAR
ANNAPOLIS, MARYLAND 21401

Name of Secured Party: GEORGE T. LAWSON

Address: P.O. Box 3365
ANNAPOLIS, MD 21404

RECORD FEE 11.00
POSTAGE 50
NOTES 0040 001 11:44
SEPT 17 85

This Financing Statement covers the following items of property located at the offices of Rooster Woodcraft, Inc.:

- Telephones (3)
- Stapler (1)
- Calculator (4)
- Stampers (3)
- Tape Dispenser
- Four Drawer File Cabinet (1)
- Two Drawer File Cabinet (2)
- Plastic Paper Shelves
- Eight Shelf Formica Book Shelf (1)
- Five Wheel Office Chair-Gray (1)
- Drafting Lamp (2)
- Arm Chairs (3)
- Five Shelf Metal Paper Holder (1)
- Oval Table (1)
- Paper Clip Holder
- Telephone Index (2)
- Answering Machine (1)
- Transit (2)
- Screwguns (9)
- Cut-off Saws (3)
- Planer (1)
- Oxygen-Acetylene Torch (1)
- Lincoln Welder (2)
- 10 HP Air Compressor (1)
- 3 HP Air Compressor- Electric (1)
- 3 Hp Air Compressor- Gasoline (1)
- Bench Sander (2)
- Bench Rotor (1)
- Shop Vacs (2)
- Pot Guns (2)
- Airless Sprayer (1)
- Ladders, Assorted sizes (5)

CR
CLERK

1985 SEP 17 PM 12:45

11-0
8

Financing Statement

LIBER - 489 PAGE 550

Debtor: _____
Secured Party: _____
Page Two

1982 Ford f-600 Truck
Baker Scaffolds (3)
Mortar Machine (1)
Wheelbarrows (2)
Roof Brackets (20)
Stair Jig (1)
Skill Saws (4)
1" Grinder (1)
5/8" Drills (4)
Air Sanders (2)
Sabre Saws (4)
Air Nailers (12)
Routers (5)
40' Extension Ladders (5)
24" Pick (1)
Safety Belt (1)
Come Along (1)
Tripod (1)
Belt/Disk Table Sanders (2)
Power Plane (1)
C-Clamps (21)
Bar Clamps (29)
Logan Metal Lathe (1)
Wood Clamps (15)
Portabrand Hack Saw
Air Impact Wrench (1)
Hilty Gun (1)
Chain Saw (2)
Jackhammer (1)
Sawsall (2)
14" Circular Saw (1)
Climbing Spikes (1set)
Bolt Cutters (1)
Hand Saws (14)
Orbital Sanders (3)
B Tank and Accessories
Laser and Tripod Stand (1)
Assorted hand tools and blades
20' Lowboy Trailers (2)
Assorted Tool Boxes
Extension Cords- assorted
Milling Machine (1)
Planer (1)
Shaper (1)
Bandsaw (1)
Table Saws (4)
Panel Saw (1)
Radial Arm Saw (3)
Drill Press (1)
Wet Saw

Mailed to Secured Party

1978 Chevrolet C 30 1 1/2 Ton Flatbed Truck ^{Debtor}
Signature of Debtor (assignor) Signature of ~~Secured Party~~

7 25 Date 85 Robert Frankson President Date _____
Rooster Woodcraft, Inc.



MARYLAND NATIONAL BANK
We want you to grow.SM
MEMBER FDIC

258478

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s)	Address(es)	RECORD FEE	11.00
Glen Burnie Hauling Inc.	1760 West Drive Pasadena, Md. 21122	POSTAGE	.50
		#07124 0237 R01 T14453	

6. Secured Party	Address	SEPT 17 85
Maryland National Bank Attention: <u>Vikki Johnson</u>	1713 West Street Annapolis, Md. 21401	

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Glen Burnie Hauling Inc. _____ (Seal)

Michael Gunther (Seal)
Michael Gunther, President

(Seal)

(Seal)

Secured Party
Maryland National Bank

Dolly S. Whitecotton (Seal)

Dolly S. Whitecotton, Asst. Branch Manager
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

1985 SEP 17 PM 4:14
E. AUBREY COLLISON
CLERK
11 80 2

SCHEDULE A

THIS SCHEDULE A is attached to and made a part of a

financing statement

1980 Kenworth truck serial # 1835185

1978 White truck serial # 5PPCPPG023758

maryland national bank

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at A. A. Cty
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 30,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Fran's Cleaning Centers, Inc. Address(es) 600 Ritchie Hgwy
Severna Park, Md 21146

RECORD FEE 11.00
RECORD TAX 210.00
POSTAGE .50

6. Secured Party Maryland National Bank
Attention: C. Ann Abruzzo

7. This Financing Statement covers the following property and all proceeds thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

#07125 C237 R01 T14#5-4
SEPT 17 85

Barbara Rae Harvey, V.P. (Seal)
Barbara Rae. Harvey, V. Pres.

Secured Party
Maryland National Bank
C. Ann Abruzzo, A.V.P. (Seal)
C. Ann Abruzzo
Asst. V. Pres.
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

11-00
08-11
210-00
25

RECEIVED FOR RECORD
MONTGOMERY COUNTY
1985 SEP 17 PM 4:14
E. AUDREY COLLISON
CLERK



258480

FINANCING STATEMENT

1. To Be Recorded in the Land Records at _____
2. To Be Recorded among the Financing Statement Records at A.A. Cty.
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 B.R. Instrument Corporation 8375 Jumpers Hole Rd.
 Millersville, MD. 21108

RECORD FEE 11.00
 POSTAGE .50

#07142 0237 R01 115:07

SEPT 17 85

6. Secured Party Address
 Maryland National Bank Mountain Rd. Office
 Attention: C. Ann Abruzzo Ritchie Hgwy. & Mt. Rd.
 Glen Burnie, Md 21061

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Roger R. Roark (Seal)
 Roger R. Roark, President
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
C. Ann Abruzzo (Seal)
 C. Ann Abruzzo, A.V. Pres.

 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

11-00
 50

RECEIVED FOR RECORD
 CLERK
 1985 SEP 17 PM 4:16
 E. AUDREY COLLISON
 CLERK

258481



MARYLAND NATIONAL BANK
We want you to grow.
MEMBER FDIC

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) _____ Address(es) _____
 Tauber's Service, Inc. 610 S. Camp Meade Road
 Linthicum, Maryland 21090

RECORD FEE 11.00
 POSTAGE .50
 #07143 0237 R01 115:00
 SEPT 17 1985

6. Secured Party _____ Address _____
 Maryland National Bank 1713 West Street
 Attention: V. Johnson Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
- ~~N/A~~ **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - ~~N/A~~ **Contract Rights.** All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - ~~N/A~~ **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - ~~N/A~~ **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - ~~N/A~~ **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - ~~N/A~~ **All Equipment.** All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - Specific Equipment.** All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - ~~N/A~~ **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. ~~N/A~~ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Tauber's Service, Inc.
 Julius W. Tauber, Pres. (Seal)

Secured Party
 Maryland National Bank
 Constance F. Kallay (Seal)
 Constance F. Kallay
 Assistant Vice President
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

RECEIVED FOR RECORD
ANNAPOLIS COUNTY & COUNTY

1985 SEP 17 PM 4:16

E. AUBREY COLLISON
CLERK

11.00
.50

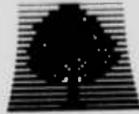
THIS SCHEDULE A is attached to and made a part of a
Note and Security Agreement between Tauber's Service, Inc. and
Maryland National Bank dated August 29, 1985

- 1 CENTURY, Model 1040B
40 - Ton Capacity Full Hydraulic Wrecker
Serial # T-0116-F85 as Equipped

Complete and Installed on 1985 GMC General
Serial # 1GDT9F4CZV613562 as Equipped

Tauber's Service, Inc.

Julius W. Tauber, Pres.
Julius W. Tauber, Pres.



MARYLAND NATIONAL BANK
We want you to grow.[™]
MEMBER FDIC

258482

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at A.A. Co.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Drs. Frost & Converse 1300 Ritchie Highway
 Plastic Surgery Assoc., PA Arnold, MD 21012

RECORD FEE 11.00
POSTAGE .50

6. Secured Party Address
 Maryland National Bank P.O. Box 871
 Attention: Jane C. Phillips Annapolis, MD 21404

#07146 0237 R01 T15:11

SEPT 17 1985

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed to or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Drs. Frost & Converse
 Plastic Surgery Assoc., P.A.
 _____ (Seal)
 John Frost, President
 _____ (Seal)
 Charles Converse, Secretary
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
 _____ (Seal)
 Jane C. Phillips
 _____ (Seal)
 Jane C. Phillips, Commercial Banking Officer
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

1985 SEP 17 PM 4:16
 E. AUBREY COLLISON
 CLERK

11.00
-50

258183

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): *Herrmann Advertising, Inc.*
Address: *209 West Street
Annapolis, Md. 21401*

2. Name of Secured Party: *Annapolis Banking & Trust Co.*
Address: *P.O. Box 311
Annapolis, Md. 21404*

3. Name of Assignee: *Annapolis Banking & Trust Co.*
Address: *Annapolis, Maryland*

4. This Financing Statement covers the following types (or items) of property:

- Compugraphic Editwriter 7500
- Waxer 1400
- 2. Flat Files
- 3. Desks
- 4. Lateral Files
- 5. Chairs
- 1 Brother EM80 Typewriter

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00

POSTAGE .50

#07166 0237 RM T15#49

SEPT 17 85

1985 SEP 17 PM 4:52
E. MORGAN COLLISON

[Handwritten mark]

Debtor(s):

Herrmann Advertising, Inc.
Judy Herrmann (Pres.)

Secured Party:

Annapolis Banking & Trust Co.
(Type Name of Dealership)

By *[Signature]*
(Authorized Signature)

John M. Suit II Senior Vice Pres.
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11.00
.50

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1675 Eye St., N.W., Washington, D.C. 20004

Not to be subject to recordation tax.

FINANCING STATEMENT

For Filing Officer Use	
File No.
Date &
Hour

Check below if goods are or are to become fixtures.

TO BE RECORDED IN STATE DEPT. OF ASSESS-
~~MENT~~ RECORDS MENTS & TAXATION

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
CECCONE, ALBERT	35	Wisconsin Circle, #513,	Chevy Chase,	Md. 20815
BLASEY, RALPH G., JR.	17	Masters Court,	Potomac,	Maryland
BLASEY, PAULA K.	17	Masters Court,	Potomac,	Maryland

Name of Secured Party or assignee	No.	Street	City	State
STATE NATIONAL BANK OF MARYLAND,	11616	Rockville Pike,	Rockville,	Md. 2085

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

RECORD FEE 13.00

POSTAGE .50

SEE EXHIBIT "B" attached hereto and hereby incorporated by reference

#07346 0237 R01 113:57

SEPT 18 85

ILLUSTRATION MAIL 10:
KATZ, FROME AND SLAN, P.A.
ATTORNEYS AT LAW
10605 CONCORD STREET
KENSINGTON, MD. 20895

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. Part of the collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
SEE EXHIBIT "A" attached hereto and hereby incorporated by reference

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Albert Ceccone (Seal)
ALBERT CECCONE (Corporate, Trade or Firm Name)

Ralph G. Blasey, Jr.
RALPH G. BLASEY, JR. Signature of Secured Party or Assignee

Paula K. Blasey
PAULA K. BLASEY (Type or print name under signature) (Owner, Partner or Officer and Title) (Signatures must be in ink)

1985 SEP 18 PM 1:58
E. AUBREY COLLISON
CLERK

13-85

Beginning for the same on the southwest side of New Jersey Avenue, as laid out 100 feet wide, at a point distant South 65 degrees 23 minutes East 195.04 feet from the eastmost side of Governor Ritchie Highway, as laid out 150 feet wide; and running thence, with the southwest side of New Jersey Avenue, South 65 degrees 23 minutes East 56.13 feet to the westmost side of Hartford Avenue; thence running with the westmost side of Hartford Avenue, South 03 degrees 19 minutes East 127.95 feet; thence leaving the said avenue and running North 80 degrees 54 minutes West 84.20 feet and North 10 degrees 10 minutes East 140.00 feet to the place of beginning. Containing 9044 feet of land, more or less, all located in the County of Anne Arundel, State of Maryland.

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

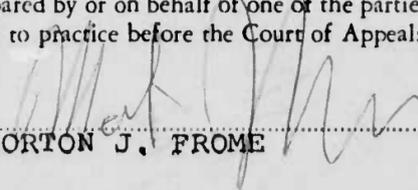
Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

CERTIFICATION

THIS IS TO CERTIFY that the within instrument was prepared by or on behalf of one of the parties to the written instrument, or by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.


MORTON J. FROME

Mailed to: Lackey & Howe

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: **AVCO FINANCIAL SERVICES**
CITY & STATE: **7164 E FURNACE BR RD**
GLEN BURNIE, MD 21061

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT	
	ACCOUNT NO.	TAB
HARRY & KATHY DEAN 22 HARVARD RD GLEN BURNIE, MD 21061	6-21-82	41
	849600441	7927

Filed with: **CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD**

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
POSTAGE .50

#01027 0777 R02 114:37
SEPT 18 85



1985 SEP 18 PM 3:48
E. ABRINLEY COLLISON
CLERK

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY *Mary Bradford* TITLE *Admin Asst*

Dated: *8/20*, 19*85*

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

Mailed to Secured Party

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party:
NAME: Avco Financial Services
ADDRESS: PO Box 997
CITY & STATE: Glen Burnie Md. 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
<u>David W. Sterner & Margaret Sterner</u>		<u>11--22-82</u>	
<u>2 C Eculyputs Road</u>		ACCOUNT NO.	TAB
<u>Annapolis Maryland 21202</u>		<u>697907367</u>	<u>67</u>
<u>Clerk of Court Annapolis Md.</u>		file <u>8320</u>	

Filed with:

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.
1972	XXX					
<u>1973</u>	<u>Mercury Marquis SW</u>					

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)

RECORD FEE 10.00
POSTAGE .50
#01028 0777 R02 114:37
SEPT 18 85

I hereby certify that the filing fee as required by the motor Vehicle Admin has been paid in full.

David W. Sterner
David W. Sterner



1985 SEP 18 PM 3:49
E. ANDREY COLLISON
CLERK

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES Liber 456 pg. 534
(SECURED PARTY)
BY Howell (Cust. Serv. Rep.) Dated: 8-6, 19 85

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

Mailed to Secured Party

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party:
NAME: AVCO FINANCIAL SERVICES
ADDRESS: 7154 E FORNACE BR RD
CITY & STATE: SEW BORNIE, MD 21001

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT
<u>JOHN W BERRY</u>	<u>8-9-85</u>
<u>MARILYN A BERRY</u>	ACCOUNT NO. <u>849700541</u> TAB <u>41</u>
<u>99 HART LANE</u>	
<u>SEW BORNIE, MD 21001</u>	

Filed with: CLEAR OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)

RECORD FEE 10.00
POSTAGE .50
#01029 C777 R02 114:38
SEPT 18 85



1985 SEP 18 PM 3:01
67:3:WJ 81 JAS:SGR61

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

AVCO FINANCIAL SERVICES
(SECURED PARTY) Liber 450, page 517 242949
BY Howell (Cust. Serv. Rep.) Dated: 8-5, 19 85
TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

Mailed to Secured Party

250/

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)

Secured Party:
NAME: Avco Financial Services
ADDRESS: 7164 Furnace Branch Rd
CITY & STATE: Glen Burnie Md. 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
<u>Ellsworth Bouyer</u>		<u>8-13-82</u>	
<u>8087 Solley Road</u>		ACCOUNT NO.	TAB
<u>Glen Burnie Md.</u>	<u>21061</u>	<u>699003036</u>	<u>36</u>

Filed with: Clerk of Crt AA County

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)

RECORD FEE 10.00
POSTAGE .50
#01030 C777 R02 T14:38
SEPT 18 85



1985 SEP 18 PM 3:49
E. ANDREY COLLISON
CLERK

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Avco Financial Serv - Libe 453 Pg. 153 Id# 543845
(SECURED PARTY)
BY MARY Bryant Admin Asst Dated: 8/30, 19 85
TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

Mailed to Secured Party

1009/55

FINANCING STATEMENT FORM UC 71
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 8/30/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name YATES: Carolyn B. and William F.
Address 966 Rustling Oaks Drive, Millersville, MD 21108

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

RECORD FEE 12.00
POSTAGE 50
1985 SEP 18 11:39
CT77 R02 T14-39
SEPT 18 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1983 34' Ryder Yachts Sea Sprite Fiberglass Hull # CER34021M83D
1983 25 HP Atomic 3 Diesel Engine

First Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

08/29

Home Anchorage/Winter: Pasadena, MD

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1985 SEP 18 PM 3:49

Mailed to Secured Party

Carolyn B. Yates
(Signature of Debtor)

Carolyn B. Yates
Type or Print Above Name on Above Line

William F. Yates
(Signature of Debtor)

William F. Yates
Type or Print Above Signature on Above Line

First Commercial Corporation
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Anne Arwell
9-11-85

FINANCING STATEMENT FORM UC 7-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 8/29/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LEDERER, Henry M., Jr. & Sally A.

Address 3122 Paulskirk Drive, Ellicott City, MD 21043

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION

Address 303 SECOND STREET

ANNAPOLIS, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
POSTAGE .50
#01032 C777 R02 T14:40
SEPT 18 85

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1979 36'5" Pearson fiberglass hull #PEA56263M79E-P
1979 50 HP Westerbeke diesel engine #523622E881

Home anchorage/winter: Pasadena, MD

ASSIGNEE:
SOCIETY FOR SAVINGS
1290 Silas Deane Highway
Wethersfield, CT 06109

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Henry M. Lederer, Jr.
(Signature of Debtor)

Henry M. Lederer, Jr.
Type or Print Above Name on Above Line

Sally A. Lederer
(Signature of Debtor)

Sally A. Lederer
Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature] AGENT
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

One Aired to
9-11-85

1985 SEP 18 PM 3:49
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UC 7-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 8/20/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MURPHY, Michael T.
Address 3415 Albantowne Way, Edgewood, MD 21040

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1986 23' Wellcraft 230 Aft fiberglass hull #WELF2567G586
1986 260 HP Mercruiser gas engine #0A525272

Home anchorage/winter: Edgewood, MD

ASSIGNEE:
FIRST FIDELITY BANK N.A.
SOUTH JERSEY
Rte. 541 & Sunset Road
Burlington, NJ 08016

RECORD FEE 11.00
POSTAGE .50
#01035-0777 002 J14:42
SEPT 18 85

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Michael T. Murphy
(Signature of Debtor)

MICHAEL T. MURPHY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature] AGENT
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION

Type or Print Above Signature on Above Line

Anne Arundel Co
9-12-85

258501

FINANCING STATEMENT

COPY FOR FILING

- Not Subject to Recordation Tax (Purchase Money)
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

NAME	Street	City	State
1. Debtor(s)			
<u>Dragon Inn, Inc.</u>	<u>Ridgeview Plaza,</u>	<u>2647 Jessup Rd.,</u>	<u>Jessup, Md. 20794</u>

2. Secured Party: SUBURBAN BANK
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated. Dragon Inn, Inc.

Secured Party: SUBURBAN BANK

By: Kathleen Caponiti

Type Name Kathleen Caponiti

Title Manager & Retail Banking Officer

Debtor(s) or Assignor(s)

By: P. C. Huang, President

By: Jane Huang, Vice President & Treasurer

Type or Print Name and Title of Each Signature

Mailed to Secured Party

RECORD FEE 11.00
 POSTAGE .50
 #01037 1177 N02 114:43
 SENT 18 85
 1985 SEP 18 PM 3:50
 E. ADRIAN COLLISON

1100
150.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 258502

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated September 4th, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Greene, Philip

Address 959 Morgan Drive, Arnold, Maryland 21012

2. SECURED PARTY

Name Key Financial Services Inc.

Address 57 River Street
Wellesley Hills, MA 02181

RECORD FEE 11.00
POSTAGE 50
#01077 0777 R02 114:44
SEPT 18 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1984 Wellcraft 3400 Exp. Cruiser 33' 7"
Hull # WELM0021M841340
Engines: Mercruisers, 340hp each, gas, twin engines serial #'s Part - SN 6738219
Additional Equipment: VHF, auto pilot, Loran C. trim tabs, spotlight, S - SN 6759365
deluxe stereo, color TV, video tape recorder, microwave oven, alcohol stove, battery charger

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

"NOT SUBJECT TO RECORDATION TAX"

Philip Greene
(Signature of Debtor)

Philip Greene
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joseph M. DeWalt
(Signature of Secured Party)
Key Financial Services Inc.

Type or Print Above Signature on Above Line

Mailed to Secured Party

1100
0050

1985 SEP 18 PM 3:50
B. COLLISON

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE 50
901039 C777 R02 T14:44
SEP 19 85

2. SECURED PARTY

Name Salem Five Cents Saving Bank

Address 210 Essex Street
Salem, MA 01970

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Salem Five Cents Saving Bank of certain lease payments under a certain True Lease Assignment dated October 12, 1982, schedule 13 dated August 14, 1985, between Assignor as Lessor and LEASE ACCOUNT # 101282 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of rents dated August 29/85, between Assignor and Assignee:

- 1 Serial Printer 6541-07 7915
- 1 12" CRT Display Station 3791-01 39566
- 1 Cluster Controller 5751-01 2744

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1150

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III

(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

SALEM FIVE CENTS SAVING BANK

John T. Giblin, Jr.

(Signature of Secured Party)

John T. Giblin, Jr., Senior Vice Pres.

Type or Print Above Name on Above Line

1985 SEP 18 PM 3:50
J.C.
COLLISON

Filed with Anne Arundel County.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Salem Five Cents Saving Bank

Address 210 Essex Street
Salem, MA 01970

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Salem Five Cents Saving Bank of certain lease payments under a certain True Lease Assignment dated October 12, 1982, schedule 12, dated August 14, 1985, between Assignor as Lessor and LEASE ACCOUNT #101282 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of rents dated _____, between Assignor and Assignee:

- 1 4214 IBM Printer S/N 34969
- 1 5294 IBM CTL Remot Unit S/N 03904
- 1 5381 IBM Line Base
- 1 5381 IBM EIA Interface

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

SALEM FIVE CENTS SAVING BANK

John T. Giblin, Jr.
(Signature of Secured Party)

John T. Giblin, Jr. Senior Vice. Pres.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

POSTAGE
#01040 C777 R02 714:45
SEPT 18 85

1985 SEP 18 PM 3:50
E. J. COLLISON
CLERK

1100
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Salem Five Cents Saving Bank
Address 210 Essex Street
Salem, MA 01970

RECORD FEE 11.00
POSTAGE .50
#01041 0777 R02 11:45
SEPT 18 85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Salem Five Cents Saving Bank of certain lease payments under a certain True Lease Assignment dated May 28, 1985, Schedule 01 dated June 25, 1985, between Assignor as Lessor and LEASE ACCOUNT #058825 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of rents dated August 16, 1985, between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Howard D. Siegel, President
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

SALEM FIVE CENTS SAVING BANK

[Signature]
(Signature of Secured Party)

John Dunn - Assistant V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

QUANTITY	DESCRIPTION
15	IBM PC 256K (SN's 151033,1292474,1292542,1310278, 1310714, 1309465,1292541,1338197,1292540, 1310921, 1310930,1338242,1292610,1292509)
15	Monochrome Adapter
15	Monochrome Monitor (SN's 0461706,0512878,0512796, 0512903,0512874,0512861,0512876,0512890,0512894 0512898,0512865,0512790,0512906,0512862,0512786)
10	AST Mega Plus 256K Cards with Serial Port (SN's 71402,76891,71726,71783,71454,71529,71517, 71612,71795,7014)
15	Davong Network Multifunction Cards (SN's 025,388,104,576,054,385,479,382,068,576,617,162)
1	Davong Clock (SN 098)
1	Hayes 1200B Smartmodem (SN85061095)
2	Davong 40Mb Datasystem (SN's 1240-108,0450-008)
4	Davong HUB 4 Connectors
1	Davong HUB 8 Connector
3	Fujitsu 830 Printers(SN's 7194,7142,4809)
1	Printek 920 Printer (SN 7116N2493)
2	Printek 930 Printers (SN's 5616Y3839,5616Y3969)
3	Paralles Printer Cables 12ft.
3	NEC/IBM Adapter Cables 6ft.
6	Printer Stands
2	Davong Multi-OS Releases
2	Davong Multilink Releases
270	Memory chips
10	Leading Edge Word Processing
15	IBM PC DOS 2.10 releases

Mailed to Secured Party

SALEM FIVE CENTS SAVING BANK

BY: John Dunn

John Dunn

TITLE: Assistant V.P.

TRANS-AMERICAN LEASING CORPORATION

BY: Howard D. Siegel

Howard D. Siegel

TITLE: President

LIDER - 489 PAGE 574

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)
Surgical Specialties Instrument
Co. Inc.
2124 Baldwin Ave
Crofton MD 21114

2 Secured Party(ies) and address(es)
Walter E. Heller & Company
Heller/Chandler Division
105 W Adams Street
Chicago, IL 60603
Libce 433 - Pg 108

For Filing Officer
(Date, Time, Number, and Filing Office)
RECORD FEE 10.00
POSTAGE 1.50
#01042 0777 NOV 11 4:46
SEPT 18 85

This statement refers to original Financing Statement No. 236222 Dated Jan 12, 1981

- Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

Anne Arundel Cty MD

R/N 022590



1981 SEP 18 PM 3:50
WALTER E. HELLER & COMPANY
CLERK

.....
Signature of Debtor if an Amendment

Dated:, 19.....

Walter E. Heller & Company
Heller/Chandler Division
By: *Cathy Quisbaek*
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY ALPHABETICAL

UCC-3 MODERN LAW FORMS CHICAGO (312) 640-1688

1080

Mailed to Secured Party

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) Surgical Specialties Instrument Co. Inc. 2124 Baldwin Ave Crofton MD 21114	2 Secured Party(ies) and address(es) Walter E. Heller & Company Heller/Chandler Division 105 W Adams Street Chicago IL 60603	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 #01043 0777 R02 114:46 SEPT 18 85
--	---	--

4 This statement refers to original Financing Statement No. 22431 Dated Jan 12, 19 81
 Date filed: Jan 12, 19 81 Filed with Anne Arundel County MD

5 Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
 6 Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
 7 Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
 8 Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
 9 Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

R/N 003555
 L/N 094840

.....
 Signature of Debtor if an Amendment

.....
 By: *Cathy Grubel*
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL

UCC-3 MODERN LAW FORMS CHICAGO (312) 640-1688

SEP 18 PM 3:50

10 50
50

PS

Mailed to Secured Party

To: Clerk of the Circuit Court

STATE OF MARYLAND

LIBER - 489 PAGE 576

FINANCING STATEMENT FORM UCC-1

Identifying File No 258507

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated Aug 22, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sales, Inc. T/A Spa Health & Racquet Club, D. W. P. Corp.

Address 156 Newtown Road, Suite A-6, Virginia Beach, VA 23462

2. SECURED PARTY

Name United Virginia Bank

Address P. O. Box 2600

Norfolk, VA 23501

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 13.00
POSTAGE .50
#01044 C777 R02 T14:47
SEPT 18 85

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

First security interest in all accounts receivable, furniture, fixtures, and equipment now owned or hereafter acquired, including but not limited to all office furnishings, equipment and all exercise equipment of any type or nature located at 105 Annapolis Mall, Annapolis, Maryland 21401.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

By: [Signature] (Signature of Debtor)

Sales, Inc. T/A Spa Health & Racquet Club
Type or Print Above Name on Above Line

By: [Signature] (Signature of Debtor)

D. W. P. Corporation
Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature] (Signature of Secured Party)

United Virginia Bank
Type or Print Above Signature on Above Line

1300
1350

1985 SEP 18 PM 3:50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 258508

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated Aug. 20, 1985 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stewart Lowell, Ltd.
Address 222 Severn Ave. Annapolis, MD 21403

2. SECURED PARTY

Name G.V. Harnisch, EFTF. A/S
Address Nygårdsvej 12-14, 2100 København O
Denmark

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) October 27, 1985

4. This financing statement covers the following types (or items) of property: (list)

Purchase Order # 81585
Invoice # 017825 and 017826

1985 SEP 19 AM 9:46
E. AUGER & COLLISON
RECORDS

RECORD FEE 11.00

POSTAGE .50
#07462 0237 R01 T09:45

SEPT 19 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

Evelyn D. Stewart
(Signature of Debtor)



G.V. Harnisch Eftf. A/S
Nygårdsvej 12-14
2100 København O
Tlf. 01-200132 · 01-200133

Evelyn D. Stewart
Type or Print Above Signature on Above Line

Craig R. Stewart
(Signature of Debtor)

Kurt Overved
(Signature of Secured Party)

Craig R. Stewart
Type or Print Above Signature on Above Line

Kurt Overved
Type or Print Above Name on Above Line

11.00 - 50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1
 LIBER - 489 PAGE 578
 Identifying File No. 258509

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 9/04/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STAR ELECTRIC COMPANY, INC.
 Address 8137 TELEGRAPH ROAD SEVERN, MD 21144

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE ←
 Address DRAWER 70 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 9/04/90

4. This financing statement covers the following types (or items) of property: (list)

1975 CASE 580 B LOADER AND HOE, SERIAL #8698643
 AND 12", 18", AND 24" BUCKET

RECORD FEE 11.00
 POSTAGE .50
 #01091 C777 R02 T09:14
 SEPT 19 85

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

STAR ELECTRIC COMPANY, INC.
 BY: Siegfried A. Ascherl
 (Signature of Debtor)

Mailed to Secured Party

SIEGFRIED A. ASCHERL, PRESIDENT
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Earl G. Walter
 (Signature of Secured Party)

EARL G. WALTER, EXECUTIVE V.P.
 Type or Print Above Signature on Above Line

1985 SEP 19 AM 5:48
 E. AUGUSTY BULLISON
 CLERK

258510

LIDER - 489 PAGE 579

RECORDED
19 AM 9:46
JILLSON

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): FRANCISCO, MICHEAL E. FRANCISCO, BRENDA HOLIDAY MH ESTATES LOTD61 JESSUP, MD. 20794	2. Secured Party(ies) Name(s) and Address(es): CHESAPEAKE MOBILE HOMES 10039 WASHINGTON BLVD. LAUREL, MD. 20707	4. For Filing Officer, Date, Time, No. Filing Office: RECORD FEE 12.00 POSTAGE 50 #01092 C777-802 109:14 SEPT 19 85	

5. This Financing Statement covers the following types (or items) of property:
1977 LIBERTY OAKBROOK SN# L0812280 14x70
Together with all appliances, equipment, accessories, parts and accessions thereon and thereto all substitutions, replacements or additions therefore, and all proceeds thereof, all as more fully described in the Manufactured Home Retail Installment Sale Agreement between Products of the Collateral are also covered: debtor and secured party.

6. Assignee(s) of Secured Party and Address(es):
All Valley Acceptance Co.
P.O. Box 668
Uniontown, PA 15401

7. The described crops are growing or to be grown on:
 The described goods are or are to be affixed to:
 The lumber to be cut or minerals or the like (including oil and gas) is on:
*(Describe Real Estate Below)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

1200

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.					

Michael E. Francisco & Brenda Francisco All Valley Acceptance Co. *Amos S.*

By *Michael E. Francisco* By *Brenda Francisco Poyar*

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical
 (5/82) STANDARD FORM - FORM UCC - 1 - Approved by Secretary of State of New York

Mailed to Secured Party

258511

LIBER - 489 PAGE 580

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es): ZALE MARYLAND, INC. White Marsh Mall Parkville, Maryland 21236		2. Secured Party(ies) Name(s) and Address(es): DALOW INDUSTRIES, INC. <i>←</i> 1212 Avenue of the Americas New York, New York 10036		3. <input type="checkbox"/> The Debtor is a transmitting utility.
SEE ATTACHED RIDER FOR ADDITIONAL ADDRESSES OF DEBTOR		No. of Additional Sheets Presented:		4. For Filing Officer: Date, Time, No. Filing Office RECORD FEE 11.00 POSTAGE .50 #01101 0777 #02 709:23 SEPT 19 85

5. This Financing Statement covers the following types (or items) of property:
All 14 Karat Gold neck chains, bracelets and earrings pursuant to Agreement between Secured Party as Consignor and Debtor as Consignee, dated July 24, 1985.
* Consigned by Dalow to Zale
 Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es):
Anne Arundel City

7. The described crops are growing or to be grown on:
 The described goods are or are to be affixed to:
 The lumber to be cut or minerals or the like (including oil and gas) is on:
*(Describe Real Estate Below)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records:
** Recordation Tax does not apply*

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.					

ZALE MARYLAND, INC. DALOW INDUSTRIES, INC.

By *[Signature]* By *[Signature]*

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical
STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York
(5/82)

1985 SEP 19 AM 9:47
 E. AUGER, COLLISON
 CLERK

Mailed to Secured Party

R I D E R (Zale Maryland, Inc.)

1. Security Square
Baltimore, Maryland 21207
2. Laurel Center
Laurel, Maryland 20910
3. Glen Burnie Mall
Glen Burnie, Maryland 21061
4. Westview Mall
Baltimore, Maryland 21228
5. Eastpoint Mall
Baltimore, Maryland 21224
6. Forest Village Park Mall
Forestville, Maryland 20747
7. Annapolis Mall
Annapolis, Maryland 21401
8. Country Club Mall
La Vale, Maryland 21502
9. Columbia Mall
Columbia, Maryland 21044
10. Hunt Valley Mall
Cockeysville, Maryland 21030
11. Towsontowne Center
Towson, Maryland 21204

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 258512

LIBER - 489 PAGE 582
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. *NOT SUBJECT TO TAX*

1. DEBTOR

Name Signal Technologies Group Inc
Address 411 Chesapeake Row Rd, P.O. Box 1750, Annapolis MD 21404

2. SECURED PARTY

Name HARBOR LEASING ASSOC.
Address 701 Cathedral Street
Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Seven 704 copier + console

RECORD FEE 11.00
POSTAGE .50
#01104 C777 R02 109:26
SEPT 19 95

1150

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

JF NORTON, PRES
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
MARK CARAU partner
Type or Print Above Signature on Above Line

Mailed to Secured Party

1995 SEP 19 AM 9:4
E. AUBREY COLLISON
CLERK

258513

LIBER - 489 PAGE 583

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 2,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

John H. Snyder Associates, Inc.
(Name)
 2126 Espey Court, Suite G
(Address)
 Crofton, Maryland 21114

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Catherine T. Lewis
(Name of Loan Officer)
 83 Forest Plaza
(Address)
 Annapolis, Md. 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

AT&T Merlin Telephone System Serial #27303H0113

RECORD FEE 12.00
 RECORD TAX 14.00
 POSTAGE 50
 801105 C777 R02 107:2B
 SEPT 19 85

1200
14 50
50

[Signature]

1985 SEP 19 AM 9:47
 F. J. COLLISON
 CLERK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor. _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

John H. Snyder Associates, Inc. (Seal)
[Signature] (Seal)
 John H. Snyder
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

 _____ (Seal)
 _____ (Signature)
 _____ (Print or Type Name)

Mailed to Secured Party

258514

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 9/3/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name O'BRIEN, John A. & Angela R.
Address 633 W. Chestnut Street, Lancaster, PA 17603

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
POSTAGE 50
#01109 CT77 R02 109:32
SEPT 19 85

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1986 30' Catalina fiberglass hull #CTYN4360G586
1986 21 HP Universal diesel engine #412680
Home anchorage/winter: Annapolis, MD

ASSIGNEE:
SOCIETY FOR SAVINGS
1290 Silas Deane Highway
Wethersfield, CT 06109

1200/30

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

JOHN A. O'BRIEN
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

ANGELA R. O'BRIEN
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature]
9-12-85

LIBER - 489 PAGE 585

258515



FINANCING STATEMENT-UCC-1

Ford Motor Company

This FINANCING STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code. 3. Maturity Date (if any): _____
For Filing Officer (Date, Time, Number and Filing Office)

1. Debtor(s) (Last Name First) and Address(es) Bob Bell Ford 7165 Ritchie Highway Glen Burnie, Md. 21061	2. Secured Party(ies) and Address(es) Ford Motor Company 300 Renaissance Center P.O. Box 43316 Detroit, Michigan 48243 Attn: Finance Planning	
---	--	--

4. This financing statement covers the following types (or items) of collateral:

Texas Instruments Minicomputer-Processor and all current and after acquired peripherals, supplies and accessories including but not limited to communication lines, paper, magnetic tapes, ribbons, disk packs, cabinets and all proceeds from the sale or other disposition thereof.

RECORD FEE 11.00
POSTAGE .50
407483 6237 801 T10:25
SEPT 19 85

Check if covered: Proceeds of Collateral Products of Collateral covered

Number of additional sheets presented: _____

Filed with: _____

This instrument prepared by: Ford Motor Company

By: [Signature] (Debtor) Ford Motor Company (Secured Party)

By: [Signature] Signature(s) of Debtor(s) By: [Signature] Signature(s) of Secured Party(ies)

JUNE 1981 322-242 FILING OFFICER COPY - ALPHABETICAL

Mailed to Secured Party

1985 SEP 19 AM 10:27
E. AUBREY COLLISON
CLERK

LIBER - 489 PAGE 586

258516

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Doctors Care 7706 Quarterfield Road Glen Bernie, MD 21061	2 Secured Party(ies) and address(es) Trans Leasing International 3000 Dundee Road Northbrook, IL 60062	3 Maturity date (If any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #01111 0777 R02 T09:34 SEPT 19 85
4 This financing statement covers the following types (or items) of property: 1 OSF primary care sigmoidofiberscope S/N 506519 1 CLK-3 simplified light source S/N 548239 NOT SUBJECT TO RECORDATION TAX #85-3671-2337 - Micro		5 ASSIGNEE OF SECURED PARTY
6 Complete only when filing with Judge of Probate: The initial indebtedness secured by the financing statement is \$ _____		
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented: _____		
Filed with: Clerk of Court - Anne Arundel County, MD		
...Doctors Care.....	Trans Leasing International	
By: See attached document Signature(s) of Debtor(s)	By: [Signature] Asst. Vice President Signature of Secured Party	
(STANDARD) (1) FILING OFFICER COPY - ALPHABETICAL		

1150

Mailed to Secured Party

[Signature]
 1985 SEP 19 AM 9:48
 E. ARUND ELLISON
 CLERK



TRANS LEASING INTERNATIONAL®

3000 Dundee Road, Northbrook, Illinois 60062

Area Code 312-272-1000

800-323-1180 - TOLL FREE

LEASE NO: Always Refer To
85-3071-2337

LESSEE
 NAME **Doctors Care**
 ADDRESS **7706 Quarterfield Road**
 CITY **Glen Bernie, MD 21061**
 STATE
 COUNTY

NAME AND ADDRESS OF SUPPLIER

Olympus Corporation
4 Nevada Drive
New Hyde Park, NY 11042

LIBER - 489 PAGE 587

(CHECK ONE) CORPORATION PARTNERSHIP PROPRIETORSHIP

NAME AND PHONE OF PERSON TO CONTACT **Mary Ellen Cummings**

SUPPLIER'S MAN NAME AND PHONE # **B111 Moore**

QUANTITY	DESCRIPTION: MODEL NO., CATALOG NO., SERIAL NO., OR OTHER IDENTIFICATION	PRICE
1	OSF Stigmofoscope CLK-3 SN 506519 SN 548239	3,250.00
	SALES TAX (IF APPLICABLE)	N/A
TOTAL COST		\$ 3,250.00

TERMS OF LEASE PAYMENT

LEASE PAYMENT	175.50
RENTAL TAX IF APPLICABLE	8.77
INSURANCE COST IF APPLICABLE	
TOTAL PAYMENT PER PERIOD	184.27

EQUIPMENT LOCATION: IF OTHER THAN ABOVE ADDRESS OF APPLICANT

PAYMENTS WILL BE MADE	EFFECTIVE DATE OF LEASE	INITIAL TERM OF LEASE (No. Months)	NO. OF LEASE PAYMENTS	LESSEE'S DEPOSIT		RENEWAL TERMS RENTAL - PAYABLE ANNUALLY IN ADVANCE
				1ST MONTHS RENT	SECURITY DEP.	
X	9/5/85	24	24	\$ 184.27	\$ 0.00	\$ 184.27

TERMS AND CONDITIONS OF LEASE

- LEASE. LESSOR hereby leases to LESSEE and LESSEE hereby hires and takes from LESSOR, the personal property set forth on the EQUIPMENT Schedule above with all replacement parts, additions, accessories incorporated therein and/or affixed thereto, hereinafter referred to as EQUIPMENT.
- RENTALS. During and for the original term hereof LESSEE hereby agrees to pay LESSOR as and for rental of the EQUIPMENT the amounts specified above as monthly or other calendar period rental multiplied by the number of months or periods specified above. The first rental payment shall be made on the effective date as set forth above. In the event the effective date is omitted when the LEASE is executed by the LESSEE, the LESSOR shall insert the effective date of this LEASE which shall be the expected date of delivery of EQUIPMENT. Subsequent monthly or other period rental payments shall be due on the same day of subsequent months or other calendar periods as the effective date of this LEASE. All payments shall be made at the office of the LESSOR at 3000 Dundee Road, Northbrook, Illinois 60062, or as otherwise directed by the LESSOR in writing.
- SECURITY DEPOSIT. At the LESSOR'S option any security deposit made hereunder may be applied by LESSOR to cure any default of LESSEE in which event LESSEE shall promptly restore the security deposit to its full amount as set forth above. IF ALL THE CONDITIONS HEREIN ARE FULLY COMPLIED WITH THE SECURITY DEPOSIT SHALL BE REFUNDED TO THE LESSEE WITHIN 30 DAYS AFTER THE RETURN OF THE EQUIPMENT TO THE LESSOR AT THE TERMINATION OF THE ORIGINAL TERM HEREOF OR OF ANY RENEWAL TERM.
- WARRANTIES. LESSOR will request the supplier to authorize LESSEE to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to LESSEE or LESSOR, BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR OF ANY OTHER OBLIGATION UNDER THIS LEASE. The Lessee also acknowledges that the Lessor has made no representation or warranty of any kind, nature or description, express or implied, with respect to the Equipment.
- TERM AND RENEWAL. The original term of this LEASE shall commence on the effective date as set forth above and shall terminate upon the expiration of the number of months, or other calendar periods, set forth above from said date. Provided LESSEE has carried out all the terms and conditions of this LEASE on LESSEE'S part to be kept and performed, LESSEE shall have the option to renew this LEASE for additional periods of one year each beginning the day following the date of termination of the original term of this LEASE and ending one year thereafter. Rentals during any such yearly renewal period shall be as indicated above and shall be payable in advance. During any such renewal period, all of the provisions of this LEASE shall govern except original term rental rates. Notice in writing of renewal shall be addressed to LESSOR at least 60 days in advance of the expiration of the original term hereof or of any subsequent renewal term.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON REVERSE SIDE WHICH ARE MADE PART THEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ.

IN WITNESS WHEREOF THE LESSEE HAS HEREBY EXECUTED THIS NON CANCELLABLE LEASE THIS 12 DAY OF Aug 19 85

ACCEPTED 9/4 85 19 85

TRANS LEASING INTERNATIONAL Lessor
 BY Annise Bruer
 TITLE Asst. President

THE PARTIES BELOW EXECUTE THIS LEASE AS LESSEES (IF UNDER NAME OF LESSEES)

1. Doctors Care
 SIGNATURE X Mary Ellen Cummings Seal
 TITLE Pres. Seal
 (INDICATE CORPORATE OFFICER, GENERAL PARTNER, OWNER, ETC.)

2. _____
 SIGNATURE X _____ Seal
 TITLE _____ Seal
 (INDICATE CORPORATE OFFICER, GENERAL PARTNER, OWNER, ETC.)

SIGNATURE X _____ Seal
 (INDIVIDUALLY WITH PERSONAL LIABILITY) John

6. **EQUIPMENT AND LIABILITY.** LESSOR, at the request of LESSEE, has ordered or shall order the EQUIPMENT described above from a supplier selected by LESSEE. LESSOR shall not be liable for specific performance of this LEASE or for damages, if, for any reason, supplier fails to accept such order or delays or fails to fill the order. LESSEE agrees to accept such EQUIPMENT and authorizes LESSOR to add the serial number of the EQUIPMENT to this LEASE.

LESSOR shall not be liable to LESSEE for any loss, damage or expense of any kind or nature, caused directly or indirectly by any EQUIPMENT leased hereunder or the use or maintenance thereof; the repair, servicing or adjustment thereto; or for any delay or failure to provide any thereof; any interruption of service or loss of use of the EQUIPMENT; or for any loss of business or damage whatsoever and howsoever caused.

7. **ERRORS IN ESTIMATED COST.** As used herein, "actual cost" means the cost to LESSOR of purchasing and delivering the EQUIPMENT to LESSEE, including taxes, transportation charges and other charges. The amount of each rent payment, the security deposit, and the renewal rental initially set forth above are based on the total cost initially set forth, which is an estimate, and each shall be adjusted proportionally if the actual cost of the EQUIPMENT differs from said estimate. LESSEE hereby authorizes LESSOR to correct the figures set forth above when the actual cost is known, and to add to the amount of each rent payment any sales or other tax that may be imposed on or measured by rent payments. If the actual cost of the EQUIPMENT differs from the estimated cost by more than ten percent (10%) thereof, however, either party at its option may terminate this LEASE by giving written notice to the other party within fifteen (15) days after receiving notice of the actual cost or the corrected rent.

8. **PLACE OF USE.** LESSEE shall keep the EQUIPMENT at its place of business as specified above. LESSEE covenants and agrees not to allow the use of the EQUIPMENT by other than the employees of the LESSEE and covenants and agrees not to rent or sublet the EQUIPMENT or any part thereof to others for their own use.

9. **USE AND RETURN OF EQUIPMENT.** The LESSEE shall exercise due and proper care in the use, repair and servicing of the equipment and at all times and at its expense shall keep and maintain the leased property in good working condition, order, and repair. The LESSEE shall make no alteration to the leased property without the prior written consent of the LESSOR. Upon the expiration or termination of this LEASE, LESSEE at its sole expense shall forthwith properly pack and return the EQUIPMENT to LESSOR, at such place designated by LESSOR within the Continental United States, in the same condition as when received by LESSEE, reasonable wear and tear alone excepted. All replacement parts, additions and accessories incorporated in or affixed to the EQUIPMENT after the commencement of this LEASE shall become the property of LESSOR.

10. **INSURANCE.** LESSEE shall at its own expense keep the EQUIPMENT insured against such risks, in such amounts, including the amount of the replacement value of the EQUIPMENT, in and with such companies as LESSOR shall determine. Said insurance shall provide for loss, if any, payable to the LESSOR. LESSEE shall have no Pro Rata Interest in any such policies or the proceeds thereof. Subject to the provisions of paragraph 21 with regard to risk of loss, and without limiting such provisions in the case of any loss or damage covered by insurance, and only to the extent that such loss or damage is covered by such insurance, the proceeds of such insurance shall be applied, at the option of LESSOR, (a) toward the replacement, restoration or repair of EQUIPMENT which may be lost, stolen, destroyed or damaged or (b) toward the obligations of LESSEE for rent hereunder. In the event the LESSOR elects to apply insurance proceeds to the repair or to the replacement of the damaged EQUIPMENT, this LEASE shall continue in full force and effect. In the event the LESSOR elects to apply insurance proceeds to the payment of LESSEE'S obligations for rent hereunder, the LESSEE'S obligations for or the rent hereunder shall be reduced by the amount of such insurance proceeds, but the LESSEE shall be liable for any additional rents due. Such reduction of rents shall be allocated solely to the item or items lost, stolen, damaged or destroyed.

11. **TAXES.** The LESSEE shall pay all taxes and assessments (and interest and penalties, if any, thereon) which may be levied, directly or indirectly, against the EQUIPMENT or any interest therein or with respect to the ownership, possession or use thereof, whether such taxes are levied against the LESSOR or the LESSEE. Such taxes to be paid by the LESSEE shall include, without limitation, property, sales, rent, lease, and use taxes and any other tax measured by the gross rent payable hereunder, but shall not include net income or franchise taxes payable by the LESSOR. If such taxes are levied against the LESSOR, it shall notify the LESSEE of such fact. The LESSOR shall have the right, but not the obligation, to pay any such taxes, whether levied against the LESSOR or the LESSEE. In such event the LESSEE shall reimburse the LESSOR therefor within five days after receipt of invoice and for the failure to make such reimbursement when due the LESSOR shall have all remedies provided herein with respect to the nonpayment of the rental hereunder.

12. **TITLE.** All said EQUIPMENT shall remain personal property and the title thereto shall remain with the LESSOR, exclusively. LESSEE shall keep the EQUIPMENT free from any and all liens and encumbrances. LESSEE shall give LESSOR immediate notice of any attachment or other judicial process, liens or encumbrances affecting the EQUIPMENT and shall indemnify and save LESSOR harmless from any loss or damage caused thereby.

13. **FILING.** LESSEE hereby authorizes LESSOR to file this LEASE, any financing statements or security agreements with respect to the EQUIPMENT or any collateral provided by LESSEE to LESSOR prior to or following LESSOR'S acceptance of this LEASE, in any state of the United States. LESSEE further authorizes LESSOR to file such LEASE, financing statement or security agreement without the signature of LESSEE thereon. LESSEE shall execute such supplemental instruments and financing statements if LESSOR deems such to be necessary or advisable and shall otherwise cooperate to defend the title of the LESSOR by filing or otherwise.

14. **RIGHT OF INSPECTION.** The LESSOR, its agents, dealers, and representatives, shall have the right at any time during usual business hours to inspect the EQUIPMENT and for that purpose to have access to the location of the EQUIPMENT.

15. **NON-WAIVER.** LESSOR'S failure at any time to require strict performance by LESSEE of any of the provisions hereof shall not waive or diminish LESSOR'S right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. LESSOR'S rights hereunder are cumulative and not alternative.

16. **POSSESSION.** LESSOR covenants to and with LESSEE that LESSOR is the lawful owner of said EQUIPMENT free from all encumbrances, and that, conditioned upon LESSEE performing the conditions hereof, LESSEE shall peacefully and quietly hold, and use the EQUIPMENT during said term without hindrance.

17. **DEFAULT.** If LESSEE fails to pay any rent or other amount herein provided within Five (5) days after the same is due and payable, or if LESSEE fails to observe, keep or perform any other provision of this LEASE required to be observed, kept or performed by LESSEE, or if LESSEE ceases doing business as a going concern, or if a petition is filed by or against LESSEE under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement), or if a receiver is appointed for LESSEE or its property, or if LESSEE commits an act of bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or offers a composition or extension of any of its indebtedness, or if LESSEE, without LESSOR'S prior consent, attempts to remove or sell or transfer or encumber or sublet or part with the possession of said EQUIPMENT, or if LESSOR deems itself insecure, then LESSOR or its agents shall have the right to exercise any one or more of the following remedies: (a) To declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE; (b) To sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent due and to become due during the term of this LEASE, as well as all attorneys' fees and other expenses incurred by LESSOR in an attempt to enforce the provisions of this LEASE; (c) To sue for and recover damages for the LESSEE'S default; or (d) To take possession of any or all items of EQUIPMENT without demand or notice wherever same may be located without any Court Order or other process of law. Upon retaking possession of any or all items of EQUIPMENT, the LESSOR at its option may (i) lease repossessed EQUIPMENT or any part thereof to any third party on such terms and conditions as the LESSOR may determine or (ii) sell the EQUIPMENT or any part thereof to the highest bidder at public auction or at private sale and may credit the amount so realized less all expenses, including attorneys' fees, incurred in connection with such disposition to the unpaid balance of rent due and to become due and hereunder. LESSEE hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this LEASE and shall not relieve LESSEE of its original obligation hereunder unless LESSOR expressly so notifies LESSEE in writing. In addition, the LESSOR shall have upon default such other and further remedies and rights as may be available at law by reason of the LESSEE'S default.

18. **ASSIGNMENTS.** Neither this LEASE or the LESSEE'S rights hereunder shall be assignable by the LESSEE herein except with LESSOR'S written consent. LESSOR shall have the right to assign this LEASE or any part thereof. If LESSOR assigns the rents reserved herein or all or any of the LESSOR'S other rights hereunder, or amounts equal thereto, the right of the Assignee to receive the rentals as well as any other right of the Assignee shall not be subject to any defense, setoff, counterclaim or recoupment which may arise out of any breach or obligation of LESSOR or by reason of any other indebtedness or liability at any time owing by LESSOR to LESSEE. All rentals due hereunder shall be payable to Assignee by LESSEE whether or not this LEASE is terminated by operation of law or otherwise including without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving LESSOR. On receipt of notification of such assignment, LESSEE, subject to its rights hereunder, shall become the pledgeholder of the EQUIPMENT for and on behalf of the Assignee and will relinquish possession thereof only to the Assignee or pursuant to its written order. LESSEE, on receiving notice of any such assignment, shall abide thereby and make payments as may therein be directed. Following such assignments, the term "LESSOR" shall be deemed to include or refer to LESSOR'S Assignee, provided that no such Assignee shall be deemed to assume any obligation or duty imposed upon LESSOR hereunder and LESSEE shall look only to LESSOR for performance thereof.

19. This lease and every part thereof, shall be binding upon the LESSEE, and upon the heirs, legal representatives, successors, and assigns of the LESSEE, and shall inure to the benefit of the LESSOR, its successors, legal representatives and assigns.

20. **LIABILITY.** LESSEE shall indemnify and save LESSOR harmless from any and all claims, actions, proceedings, expenses, damages and liabilities including attorneys' fees arising in connection with the EQUIPMENT including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation, maintenance, leasing, return and any acts of the LESSEE in failing to maintain the EQUIPMENT IN GOOD REPAIR.

21. **RISK OF LOSS.** LESSEE hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the EQUIPMENT from any cause whatsoever and no loss, theft, damage or destruction of EQUIPMENT shall relieve LESSEE of the obligation to pay rent or any other obligation of this LEASE and this LEASE shall remain in full force and effect. LESSEE shall promptly notify LESSOR in writing of any such loss, theft, damage or destruction of the EQUIPMENT. In the event of damage of any kind whatever to any item of EQUIPMENT (unless the same is damaged beyond repair), LESSEE, at the option of LESSOR, shall at LESSEE'S expense (a) place the same in good repair, condition and working order, or (b) replace the same with like EQUIPMENT of the same or later model in good repair, condition and working order. If the EQUIPMENT, or any item thereof, is determined by LESSOR to be lost, stolen, destroyed or damaged beyond repair, LESSEE shall immediately pay LESSOR therefor an amount equal to the aggregate amount of unpaid total rent for the balance of the term of the LEASE, or the amount of the unpaid total rent allocated to the item or items involved, as the case may be. Upon such payment this LEASE shall terminate with respect to the EQUIPMENT or items thereof so paid for, and LESSEE thereupon shall become entitled thereto as-is-where-is, without warranty, express or implied, with respect to any matter whatsoever.

22. **MISCELLANEOUS.** All notices relating hereto shall be mailed to LESSOR or LESSEE at its respective address above shown or at any later address last known to the sender. This LEASE is irrevocable for the full term hereof and for the aggregate rental herein reserved, and the rent shall not abate by reason of termination of LESSEE'S right of possession and/or the taking of possession by LESSOR or for any other reason. If more than one LESSEE is named in this LEASE, the liability of each shall be joint and several.

Delinquent installments of rental shall bear interest at the highest lawful rate. If LESSOR supplies LESSEE with labels, LESSEE shall label any and all items of EQUIPMENT and shall keep the same affixed in a prominent place. Labels shall bear the legend "Property of Trans Leasing International, LESSOR." In the event this lease is placed in the hands of an attorney to recover any monies due and to become due hereunder and/or for the possession of the equipment, LESSEE shall pay to LESSOR the sum of 15% of the balance due hereunder, if permitted by law, as attorneys' fees, and in no event less than \$50.00.

23. This agreement shall be deemed to have been made and executed in Cook County, Illinois, regardless of the order in which the signatures of the parties shall be affixed hereto, and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Illinois. The LESSEE hereby designates Richard Grossman, 3000 Dundee Road, Northbrook, Illinois 60062 as agent for the purpose of accepting service of any process within the State of Illinois, and the said agent agrees to forward by certified mail any process served upon him to the LESSEE at its address as set forth above.

24. **SEVERABILITY.** If any provision hereof or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof, including remaining default remedies, shall be given effect in accordance with the manifest intent hereof.

25. **ENTIRE AGREEMENT, WAIVER.** This instrument constitutes the entire agreement between the parties. No supplier or agent thereof is authorized to bind LESSOR or to waive or modify any term hereof. No waiver by LESSOR of any provision hereof shall constitute a waiver of any other matter.

Mailed to Secured Party

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement 475-422
Date of Filing 7/30/84 Record Reference
Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Woodward & Lothrop Incorporated	11th & F. Streets, N.W.,	Washington, D.C.	20013	

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Manufacturers Hanover Trust Company, as Agent	270	Park Avenue,	New York, NY	10017

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

RECORD FEE 10.00
POSTAGE .50

#01115 0237 R02 111:01
SEPT 19 85

Mailed to Secured Party

Debtor(s) or assignor(s)

MANUFACTURERS HANOVER TRUST
COMPANY, AS AGENT

(Seal)

(Corporate, Trade or Firm Name)

George A. Swartz

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)



RECEIVED FOR RECORD
CREDIT FINANCIAL COUNTY

1985 SEP 19 AM 11:09

E. AUBREY COLLISON
CLERK

10.00
-50

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: _____

3. The Debtor is a transmitting utility.

4. For Filing Officer: Date, Time, No. Filing Office

1. Debtor(s) (Last Name First) and Address(es): PASADENA, LADIES, REI, INC.
420 Lexington Avenue
New York, NY 10170

2. Secured Party(ies) Name(s) and Address(es): MAURICE L. ROTHSCHILD & CO.
c/o Polish & Douglas
415 Madison Avenue
New York, NY 10017

RECORD FEE 11.00
POSTAGE .50
#01147 0777 R02 115-02
SEP 19 85

5. This Financing Statement covers the following types (or items) of property:
All ladies clothing & furnishings inventory whether now owned or hereafter acquired & all additions & accessions & the proceeds (including insurance proceeds & tort claims) thereof, including premises at 8091 Jumpers Mall, Pasadena, MD 21122.

Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)

7. The described crops are growing or to be grown on:
 The described goods are or are to be affixed to:
 The lumber to be cut or minerals or the like (including oil and gas) is on:
*(Describe Real Estate Below)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records:

NET SUBJECT TO TAX

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
--------------	--------------	--------	---------	-------	-----

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

PASADENA, LADIES, REI, INC. MAURICE L. ROTHSCHILD & CO.

By Norman J. ... Signature(s) of Debtor(s) By Paul A. Douglas AUTHORIZED AGENT Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical
STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York
(5/82)

1985 SEP 19 PM 3:29
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

MARYLAND TERMINATION STATEMENT

Date September 13, 1985

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 10.00
POSTAGE .50
#01152 0777 R02 T15:13
SEPT 19 85

1. Debtor(s) name(s) and address: Mary V. Mullin
303 Oakwood Rd 202
Glen Burnie, MD 21061

2. Secured Party and address (Type complete corporate name): ITT Financial Services
7966 Crain Hwy
Glen Burnie, MD 21061

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows: Liber 438 Page 118

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

ITT Financial Services

(TYPE COMPLETE CORPORATE NAME)

Mailed to Secured Party

By: [Signature] MANAGER

(Type signature below name)

AR 8/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

BL
CLERK

SEP 19 1985

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es):	2. Secured Party(ies) Name(s) and Address(es)	4. For Filing Officer: Date, Time, No. Filing Office	
Royal Roofing Co. 7981 Longhill Rd. Pasadena, MD 21122 Anne Arundel County	Sellmore Industries, Inc. 1807 East St. Baltimore, MD 21227 Baltimore County		

5. This Financing Statement covers the following types (or items) of property: The Dealer hereby grants to the seller a continuing security interest in all of the furniture, fixtures, equipment, motor vehicles and inventory of the dealer now owned or hereafter acquired by the dealer and in all of the dealer's contract rights and accounts receivable, now existing or hereafter created or arising, and in the proceeds thereof, (hereinafter called the collateral) Not subject to recordation tax.

Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)
RECORD FEE 11.00
POSTAGE .50
#01159 C777 102 11:18
SEPT 19 85

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
--------------	--------------	--------	---------	-------	-----

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

under a security agreement signed by debtor authorizing secured party to file this statement, or

which is proceeds of the original collateral described above in which a security interest was perfected, or

acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:

when the collateral was brought into the state, or when the debtor's location was changed to this state.

By _____ Signature(s) of Debtor(s)

By Sellmore Industries, Inc.
[Signature] Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical
(5/82) STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

1985 SEP 19 PM 3:29
E. ALBERT DOLLISON
CLERK

Mailed to Secured Party

TO BE
 NOT TO BE } RECORDED IN LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

RECORD FEE 11.00
POSTAGE .50
#01170 0777 #02 107:44
SEPT 20 95

FINANCING STATEMENT

Masters, Mates, & Pilots, M.A.T.E.S. Program
Name or Names—Print or Type
5700 Hammonds Ferry Rd. Linthiucm, Md. 21090
Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

AT&T Information Systems
Name or Names—Print or Type
400 E. Pratt St. Baltimore, Md. 21202
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
Telecommunications and Computer Equipment sold under a contract dated the _____ of, _____ all accessions thereto and proceeds thereof.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

Mailed to Secured Party

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

[Signature]
(Signature of Debtor)

Capt. Robert O. Elsensohn
Type or Print

Deputy Administrator & Director
(Signature of Debtor)

Type or Print

SECURED PARTY:

[Signature]
(Company, if applicable)
(Signature of Secured Party)

L. W. Plekenpol—Regional Vice President
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address _____

1100

1985 SEP 20 AM 10:13
E. AUGUST COLLISON
CLERK

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 LIBER - 489 PAGE 594
 Identifying File No. 258521

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Atlantic Sailing Yachts of Maryland, Inc.
 Address 7078 Bembe Beach Road, Annapolis, Maryland 21403

RECORD FEE 11.00
 POSTAGE 50
 201179 0777 R02 J09:45
 SEPT 20 85

2. SECURED PARTY

Name Horizon Creditcorp
 Address 7 East Frederick Place, Cedar Knolls, New Jersey 07927

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory, wherever located, whether now owned or hereafter acquired, consisting of all new and used yachts, vessels, seacraft and other goods manufactured or distributed by COMMERCIAL MARINE LIMITED, A DIVISION OF C&C YACHTS, LTD and/or IRWIN YACHT AND MARINE CORPORATION, together with all accessories and attachments thereto and all proceeds thereof, including but not limited to chattel paper.

Inventory may also be located at: Mears Point Marina
 Kent Narrows
 Grasonville, Maryland 21638

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

Atlantic Sailing Yachts of Maryland, Inc.

W. Kallaur
 (Signature of Debtor)

Walter V. Kallaur, President
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Horizon Creditcorp

Lawrence T. Reagan
 (Signature of Secured Party)

Lawrence T. Reagan
 Wholesale Account Manager
 Type or Print Above Signature on Above Line

1188

RECEIVED
 1985 SEP 20 AM 10:13
 E. AUBREY COLLISON
 CLERK

STATE OF MARYLAND

LIBER - 489 PAGE 595

FINANCING STATEMENT FORM UCC-1

Identifying File No. 258522

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$35,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated September 16, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Konstantinos N. Diakantonis

Address 2107 Orems Road, Baltimore, Md. 21220

2. SECURED PARTY

Name James G. Sakellaris

Address 5126 Harbor Rd. Baltimore, Maryland 21214

John G. Sakellaris 2233 The World Trade Center Baltimore, Md 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

11:50

3. Maturity date of obligation (if any) May 1, 1991

4. This financing statement covers the following types (or items) of property: (list) All equipment listed on Schedule AA to Equipment Lease-Purchase between James G. Sakellaris and Konstantinos N. Diakantonis a copy of which is attached hereto and made a part hereof.

RECORD FEE 11.00 POSTAGE 50 #01183 0777 R02 109:48 SEPT 20 85

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Konstantinos N Diakantonis

Type or Print Above Signature on Above Line

James G. Sakellaris (Signature of Secured Party)

James G. Sakellaris

Type or Print Above Signature on Above Line

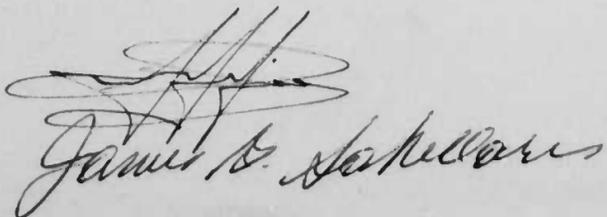
1985 SEP 20 10:10 AM E. ADRIAN Y. COLLISON

SCHEDULE "A"
to

LIBER - 489 PAGE 596

Equipment Lease - Purchase
between
James G. Sakellaris &
Konstantinos N. Diakantonis

Qt.	Description	Serial Number
1	Blodget Pizza Oven (Top)	#0548B8186102
1	Blodget Pizza Oven (Bottom)	#0584B8186101
1	Cecilware Charbroiler Model CCB-24	#N004256
1	Star Refrig. Base #STSA-20RS	#DD-301664
1	M.M. 3 Comp. Sink w/facet #414-16-3-18L6R	#414-16-3-18L6R
1	M.M. Wall Shelf WS-1236-16-4	no number
1	M.M. Double Pot Rack WM60PR	no number
1	Metro Dunnage Rack - HP53C	no number
1	H-600 Mixer 230/60/L	#11-338-911
1	9" VS w/plate holder plus shredder plate	no number
1	1712 Electric Slicer	#11-341-362
1	Delfield 4048-8	#96367
1	Delfield 4048-12 Model 4048-12	#94721
1	Metro Shelving 72"x18"	no number
1	HCAD-65 Howard Freezer	#832248317
1	Manitowoc C-400 Bin & Stacking Kit	#840721965
1	Vulcan 6' Grill w/stand (used)	no number
1	Anets SDR-4 Sheeter	#20839-84
1	Manual Slicer Fleetwood #AS275	#N275A8410145
3	Metal Masters 4'x30" T3048B	no number
1	Metal Masters 6"x30" T3072B	no number
3	Metal Masters 3" T3036B	no number
1	Artic 6x6 Walk-in Model AJ74418C	#8C411523 Condenser Unit
1	S.S. Hood 14"x4' w/make-up air, 3 lights	no number
1	Metal Masters single sink HSA10	no number
3	14 Pitco Gas Fryers	
1	Sanyo 690-40 Cash Register	45901349


James G. Sakellaris

DISTRICT COURT A.A. CO.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Annapolis Mall Motel Limited Partnership DBA/Ramada Inn
173 Jennifer Road
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
LEASING SYSTEMS, INC.
1413 K Street, N.W.
Washington, D.C. 20005

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

11.00
50
#01186 C777 R02 T09:49
SEPT 20 85
RECORD FEE 7.00

4. This financing statement covers the following types (or items) of property:

See Schedule "A" attached hereto and made part hereof

"NOT SUBJECT TO RECORDATION TAXES"

LEASE #15346

5. Assignee(s) of Secured Party and Address(es)

SOVRAN BANK, N.A.
801 N. GLEBE ROAD
ARLINGTON, VA 22203

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASING SYSTEMS, INC.

By: *[Signature]*
Signature(s) of Debtor(s)

By: *[Signature]*
General Partner Signature(s) of Secured Party(ies)

By: *[Signature]*
President

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

1985 SEP 20 AM 10:14

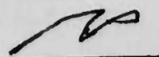
E. AUBREY COLLISON
CLERK

LC

**LEASING SYSTEMS INC.**SUITE 1200
1413 K STREET, N.W.
WASHINGTON, D.C. 20005
(202) 872-0333SCHEDULE "A"LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15346

<u>QTY.</u>	<u>DESCRIPTION</u>
1	Custom Fabricator S/S Counter with sink, faucet & Urn trough, 2'6" x 8'
1	Custom Fabricator S/S three compartment pot sink with 2 drainboards, 2 Faucets, 3 level wastes
1	Custom Fabricator S/S wall shelf with pot rack underneath, 10'6" x 12"
1	Custom Fabricator S/S worktable with undershelf & Drawer, splash on rear and right end, 5'6" x 2'6"
1	Custom Fabricator S/S mixer table, undershelf & locking casters, 2'3"x2'
1	Custom Fabricator S/ S Food cutter stand with undershelf & locking casters 2' x 3'
1	Custom Fabricator Lot S/S Corner Guards, 3"x3"x60"
1	Custom Fabricator S/S Slicer stand, undershelf & locking casters 3'x2'
1	Custom Fabricator S/S two compartment prep sink, 2 drainboards, 2 lever wastes, 1 faucet, incl. welding cone sink covers & storage rack
1	Custom Fabricator S/S Pot Rack with hooks & S/S uprights, 14'
1	Custom Fabricator S/S worktable, 30" undershelf drawer & Open space under for trash receptacle
2	Custom Fabricator S/ S Worktables, Undershelf & Drawer, splash, 2'6" x 5'6" and casters
1	Custom Fabricator S/S waitress counter with sink & cutouts, splash rear & right side, 18' x 2'6"
1	Hobart Corporation Bun Warmer 120/
1	Custom Fabricator S/S Dessert & Salad Counter, Cold Pan, splash at rear, 8'6" x 2'6"
1	Custom Fabricator S/S Wall shelf, 13'6" x 12"
1	Custom Fabricator S/ S sink unit, cutout for dipperwell (#140), faucet waste, splash at rear
4	Model #7055-3 Perlick Company, Inc. the liquor display, 4 shelf, 6"Legs,S/S
2	Model #C5077-SC-L, Perlick Company, Inc. the two section underbar 120/1 Regrigerator, self contained compressor on left, S/S Doors leg sets & base plates, S/S top
2	Model #7260D, Perlick Company, Inc. the bottle cooler 120/1
1	Model #TS-18BLW-FS, Perlick Company, Inc. the blender station, with Wet waste, duplex outlet, faucet, legs, #7054-LE-B S/S Left end panel
1	Model #7055-13, Perlick Company, Inc the 90 degree flat top filler
1	Model #TS-12HS-FS, Perlick Company, Inc. the hand sink, with mixing faucet free standing


INITIALS

LESSEE: Annapolis Mall Motel Limited Partnership DBA/Ramada Inn

LEASE NUMBER: 15344

<u>QTY.</u>	<u>DESCRIPTION</u>
1	Model TS-6C0, Perlick Company, Inc., the trunk line filler housing
1	Model #TS-24CHCP-FS, Perlick Company, Inc., the ice chest, built-in cold plate free standing
1	Model #TS-12U2, Perlick Company, Inc. the bottle sump, 6 wells
1	Model #TS-64C, Perlick Company, Inc., the four compartment sink, w/faucets
1	Model #7053-10, Perlick Company, Inc., the speed rail 6'-0" long
1	Model #TS-24CHCP-FS, Perlick Company, Inc., the ice chest, built-in cold plate free standing
1	Model 7053-7, Perlick Company, Inc., the speed rail
1	Model TS-12U2, Perlick Company, Inc. the bottle sump, 6 wells
1	Model #TS-6C0, Perlick Company, Inc., the trunk line fuller housing 6"x18 9/16"
1	Model #TS-18 BLW-FS, Perlick Company, Inc., the blender station, w/wet waste, duplex outlet, fuacet, legs, #7054-RE-8 W/W right end panel 18"x24"x38"
1	Model #7053-7, Perlick Company, Inc. the speed rail 4'-6" long
1	Model #7055-58, Perlick Company, Inc. the hang on speed rails 3'0"long
1	Model #TS-12U2, Perlick Company, Inc. the bottle sump, 6 well, 12"x18 9/16"
1	Model #TS-24CHCP-FS, Perlick Company, Inc., the Ice chest, built-in cold plate free standing
1	Model #7053-4, Perlick Company, Inc., the speed rail 3'-0"long
1	Model #7055-58, Perlick Company, Inc., the hang on speed rail 3'-0"long
1	Model #7055-56, Perlick Company, Inc., the hang on speed rail 2'6"long
1	Model #TS-18 BLW-FS, Perlick Company, Inc., the Blender station, w/wet waste, duplex outlet, faucet, legs, 18"x24"x38"
1	Model #TS-12 HS-FS, Perlick Company, Inc., the hand sink, w/mixing faucet, free standing
1	Model #7055-13, Perlick Company, Inc., the 90 degree flat top filler
1	Model #7053-0, Perlick Company, Inc., the speed rail 1'-0" long
1	Model #TS-64C, Perlick Company, Inc., the four compartment sink, 2 faucets #7054-RE S/ S right end 6'0"x18 9/16"x38"
1	Model #7053-10, Perlick Company, Inc., the speed rail 6'0"long
1	Model #7258, Perlick Company, Inc., the bottle cooler 120/1
1	Model #TS-12HS-FS, Perlick Company, Inc., the hand sink with faucet, free standing
1	Model #7053-0, Perlick Company, Inc., the speed rail
1	Model #TS-18BLW-FS, Perlick Company, Inc. the blender station, with wet waste 120/ 1 Duplex, outlet, faucet, legs
1	Model #7055-13, Perlick Company, Inc. the 90 degree flat top filler
1	Model #TS-24CHCP-FS, Perlick Company, Inc., the ice chest with built-in cold plate, free standing
1	Model #TS-12U2, Perlick Company, Inc. the bottle sump, 6 well
1	Model #7053-4, Perlick Company, Inc., the speed rail
1	Model #C5063E-SC, Perlick Company, Inc., the two section backbar 120/1, refrigerator. Compressor on right, high profile housing, style B S/S Doors, built into item #263
1	Model #7258, Perlick Company, Inc. the bottle cooler 120/1



INITIALS

LESSEE: Annapolis Mall Motel Limited Partnership DBA/ Ramada Inn

LEASE NUMBER: 15346

<u>QTY.</u>	<u>DESCRIPTION</u>
1	Model #TS-24CH-FS, Perlick Company, Inc., the ice chest, free standing
1	Model #TS-12U2, Perlick Company, Inc. the Bottle sump (attached to ice chest, Item #272, above)
1	Model #TS-12HS-FS, Perlick Company, Inc., the hand sink with faucet, free standing
1	Model #C5063E-SC, Perlick Company, Inc., the two section backbar 120/1 Refrigerator, compressor on left, high profile housing, Style "C", laminated in field by others
1	Perlick Company, Inc. the removable speedrail
1	Model A-200-1a, Hobart Corp., 20 Quart mixer, S/S bowl, 120/1 Standard Accessories of: "B" Beater, "D" Wire Whip, cord & plug
1	Model #84145-1, Hobart Corp., Food cutter 120/1
1	Model #1712-1, Hobart Corp., Slicer 120/1
1	Model #CRS-66, Hobart Corp., Dishwasher, right to left 120/1 208/3 Operation, electric tank heat, commondrain, energy saver with autotimer S/S feet, S/ S legs, S/S front panel
1	Model #FD2-150-D-2, Hobart Corp., Disposer, control group 2, 208/3 Accessory group D
1	Model FW-510, Kenco Dipperwell & Faucet mounted in #142
1	Freight

TOTAL \$55,129.52

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/ Ramada Inn

LESSOR: LEASING SYSTEMS, INC.

BY: [Signature]

TITLE: General Partner

DATE: 7/1/85

BY: [Signature]

TITLE: PRESIDENT

DATE: 7/18/85

DISTRICT COURT A.A. CO.

**END
LIBER**